

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1	OF 10	PAGES
2. CONTRACT NUMBER <b>47PB0018D0004</b>		3. SOLICITATION NUMBER		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NUMBER <b>EQ1PSMB-17-0210</b>
7. ISSUED BY <small>Acquisition Management Division (1PQ) Contract Operations Branch (1PQB) GSA/PBS 10 CAUSEWAY ST., RM 1100 BOSTON, MA 02222-1077 United States</small>			CODE <b>1PQB</b>	8. ADDRESS OFFER TO (If other than item 7)				

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

#### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) \_\_\_\_\_ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
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	H	SPECIAL CONTRACT REQUIREMENTS					

#### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different

period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <small>(See Section I, Clause No. 52.232-8)</small>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
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14. ACKNOWLEDGMENT OF AMENDMENTS <small>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</small>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER <small>(Type or print)</small> 
WORK INCORPORATED 25 BEACH ST DORCHESTER, MA 21222-2734 USA			

15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE 	18. OFFER DATE <b>12/1/17</b>
AREA CODE	NUMBER	EXTENSION	

#### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED <b>0001-0009</b>	20. AMOUNT <b>(b) (4)</b>	21. ACCOUNTING AND APPROPRIATION <b>See Attached</b>
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22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION. <input checked="" type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN <small>(4 copies unless otherwise specified)</small>
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24. ADMINISTERED BY (If other than item 7) <b>1PQB</b> <small>Acquisition Management Division (1PQ) Contract Operations Branch (1PQB) GSA/PBS 10 CAUSEWAY ST., RM 1100 BOSTON, MA 02222-1077 United States</small>	25. PAYMENT WILL BE MADE BY <small>GSA/PBS New England Region T.P. O'Neill FOB, 11th Floor 10 Causeway St. BOSTON, MA 02222</small>
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26. NAME OF CONTRACTING OFFICER (Type or print) <b>John Sarnoski</b>	27. UNITED STATES OF AMERICA <b>(b) (6)</b> <small>(Signature of Contracting Officer)</small>	28. AWARD DATE <b>12/01/2017</b>
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Previous edition is unusable

**STANDARD FORM 33** (REV. 6/2014)  
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

# SF33 List of Accounting Strings

Accounting String	Amount Obligated
(b) (4)	(b) (4)
(b) (4)	

ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
0001	Janitorial Services BASE YEAR - Janitorial Service at the McCormack Federal Building Boston, MA <div>(b) (4)</div> <div>(b) (4)</div> PoP: 12/04/2017 - 12/03/2018	12	MO	(b) (4)	
0002	ASR – Janitorial Services Additional Services Rate – Janitorial Services PoP: 12/04/2017 - 12/03/2018	0	HR	(b) (4)	
0003	Emergency Callback/OT Rate - Janitorial Services Emergency Callback/Overtime Rate – Janitorial Services PoP: 12/04/2017 - 12/03/2018	0	HR	(b) (4)	
0004	Carpet Extraction – Private Areas Carpet Extraction – Private Areas PoP: 12/04/2017 - 12/03/2018	0	SF	(b) (4)	
0005	Pressure Washing & Steam Cleaning Pressure Washing & Steam Cleaning	0	SF	(b) (4)	

ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
0006	PoP: 12/04/2017 - 12/03/2018 Machine Strip & Coats of Finish - Office Floors Machine Strip and Apply Four (4) Coats of Finish to Resilient Office Space Floors PoP: 12/04/2017 - 12/03/2018	0	SF	(b) (4)	
0007	Wipe Down and Treat Wood Wall Surfaces Wipe Down and Treat Wood Wall Surfaces PoP: 12/04/2017 - 12/03/2018	0	SF	(b) (4)	
0008	Snow & Ice Removal; ASR Snow & Ice Removal; Outside of Normal Operating Hours PoP: 12/04/2017 - 12/03/2018	0	HR	(b) (4)	
0009	High Cleaning High Cleaning PoP: 12/04/2017 - 12/03/2018	0	SF	(b) (4)	
1001	Janitorial Services Option 1 - Janitorial Service at the McCormack Federal Building Boston, MA PoP: 12/04/2018 - 12/03/2019	12	MO	(b) (4)	
1002	ASR - Janitorial Services Additional Services Rate - Janitorial Services PoP: 12/04/2018 - 12/03/2019	0	HR	(b) (4)	

ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
1003	Emergency Callback/OT Rate - Janitorial Services Emergency Callback/Overtime Rate - Janitorial Services PoP: 12/04/2018 - 12/03/2019	0	HR	(b) (4)	
1004	Carpet Extraction - Private Areas Carpet Extraction - Private Areas PoP: 12/04/2018 - 12/03/2019	0	SF	(b) (4)	
1005	Pressure Washing & Steam Cleaning Pressure Washing & Steam Cleaning PoP: 12/04/2018 - 12/03/2019	0	SF	(b) (4)	
1006	Machine Strip & Coats of Finish - Office Floors Machine Strip and Apply Four (4) Coats of Finish to Resilient Office Space Floors PoP: 12/04/2018 - 12/03/2019	0	SF	(b) (4)	
1007	Wipe Down and Treat Wood Wall Surfaces Wipe Down and Treat Wood Wall Surfaces PoP: 12/04/2018 - 12/03/2019	0	SF	(b) (4)	
1008	Snow & Ice Removal; ASR Snow & Ice Removal; Outside of Normal Operating Hours PoP: 12/04/2018 - 12/03/2019	0	HR	(b) (4)	
1009	High Cleaning	0	SF	(b) (4)	

ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
2001	High Cleaning PoP: 12/04/2018 - 12/03/2019  Janitorial Services Option 2 - Janitorial Service at the McCormack Federal Building Boston, MA PoP: 12/04/2019 - 12/03/2020	12	MO	(b) (4)	
2002	ASR - Janitorial Services Additional Services Rate - Janitorial Services PoP: 12/04/2019 - 12/03/2020	0	HR	(b) (4)	
2003	Emergency Callback/OT Rate - Janitorial Services Emergency Callback/Overtime Rate - Janitorial Services PoP: 12/04/2019 - 12/03/2020	0	HR	(b) (4)	
2004	Carpet Extraction - Private Areas Carpet Extraction - Private Areas PoP: 12/04/2019 - 12/03/2020	0	SF	(b) (4)	
2005	Pressure Washing & Steam Cleaning Pressure Washing & Steam Cleaning PoP: 12/04/2019 - 12/03/2020	0	SF	(b) (4)	
2006	Machine Strip & Coats of Finish - Office Floors Machine Strip and Apply Four (4) Coats of Finish to Resilient Office Space Floors PoP: 12/04/2019 - 12/03/2020	0	SF	(b) (4)	



ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
2007	Wipe Down and Treat Wood Wall Surfaces Wipe Down and Treat Wood Wall Surfaces PoP: 12/04/2019 - 12/03/2020	0	SF	(b) (4)	
2008	Snow & Ice Removal; ASR Snow & Ice Removal; Outside of Normal Operating Hours PoP: 12/04/2019 - 12/03/2020	0	HR		
2009	High Cleaning High Cleaning PoP: 12/04/2019 - 12/03/2020	0	SF		
3001	Janitorial Services Option 3 - Janitorial Service at the McCormack Federal Building Boston, MA PoP: 12/04/2020 - 12/03/2021	12	MO		
3002	ASR - Janitorial Services Additional Services Rate - Janitorial Services PoP: 12/04/2020 - 12/03/2021	0	HR		
3003	Emergency Callback/OT Rate - Janitorial Services Emergency Callback/Overtime Rate - Janitorial Services PoP: 12/04/2020 - 12/03/2021	0	HR		
3004	Carpet Extraction - Private Areas	0	SF		

ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
3005	Carpet Extraction - Private Areas PoP: 12/04/2020 - 12/03/2021  Pressure Washing & Steam Cleaning Pressure Washing & Steam Cleaning PoP: 12/04/2020 - 12/03/2021	0	SF	(b) (4)	(b) (4)
3006	Machine Strip & Coats of Finish - Office Floors Machine Strip and Apply Four (4) Coats of Finish to Resilient Office Space Floors PoP: 12/04/2020 - 12/03/2021	0	SF	(b) (4)	(b) (4)
3007	Wipe Down and Treat Wood Wall Surfaces Wipe Down and Treat Wood Wall Surfaces PoP: 12/04/2020 - 12/03/2021	0	SF	(b) (4)	(b) (4)
3008	Snow & Ice Removal; ASR Snow & Ice Removal; Outside of Normal Operating Hours PoP: 12/04/2020 - 12/03/2021	0	HR	(b) (4)	(b) (4)
3009	High Cleaning High Cleaning PoP: 12/04/2020 - 12/03/2021	0	SF	(b) (4)	(b) (4)
4001	Janitorial Services Option 4 - Janitorial Service at the McCormack Federal Building Boston, MA PoP: 12/04/2021 - 12/03/2022	12	MO	(b) (4)	(b) (4)



ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
4002	ASR - Janitorial Services Additional Services Rate - Janitorial Services PoP: 12/04/2021 - 12/03/2022	0	HR	(b) (4)	
4003	Emergency Callback/OT Rate - Janitorial Services Emergency Callback/Overtime Rate - Janitorial Services PoP: 12/04/2021 - 12/03/2022	0	HR		
4004	Carpet Extraction - Private Areas Carpet Extraction - Private Areas PoP: 12/04/2021 - 12/03/2022	0	SF		
4005	Pressure Washing & Steam Cleaning Pressure Washing & Steam Cleaning PoP: 12/04/2021 - 12/03/2022	0	SF		
4006	Machine Strip & Coats of Finish - Office Floors Machine Strip and Apply Four (4) Coats of Finish to Resilient Office Space Floors PoP: 12/04/2021 - 12/03/2022	0	SF	(b) (4)	
4007	Wipe Down and Treat Wood Wall Surfaces Wipe Down and Treat Wood Wall Surfaces PoP: 12/04/2021 - 12/03/2022	0	SF		
4008	Snow & Ice Removal; ASR	0	HR		

ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
4009	Snow & Ice Removal; Outside of Normal Operating Hours PoP: 12/04/2021 - 12/03/2022  High Cleaning High Cleaning PoP: 12/04/2021 - 12/03/2022	0	SF	(b) (4)	

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## **SECTION C: DESCRIPTION/SPECIFICATION/PERFORMANCE WORK STATEMENT**

### **C.1 DEFINITIONS**

#### **C.1.1 GENERAL PROGRAM**

The work specified in this specification shall be in accordance with all Federal, State, county and city laws, codes, and ordinances and shall follow the more stringent of them. In addition to compliance with these laws, the Contractor shall follow all applicable standard industry practices including, but not limited to, the Occupational Safety and Health Act (OSHA) and NIBS.

##### **C.1.1.1 ABOVE STANDARD SERVICES**

Above Standard Services are services not covered in the monthly price of the contract. Contractor prices include all applicable labor, materials, supplies, training/certifications, equipment (except as otherwise provided), supervision, and management.

##### **C.1.1.2 ACCEPTANCE**

The term constitutes acknowledgment that the supplies or services required in the contract conform to applicable contract quality and quantity requirements.

##### **C.1.1.3 APPROVAL**

‘Approval’ means the Government has reviewed the submittals, deliverables, or administrative documents [e.g., insurance certificates, Material Safety Data Sheets (MSDS), etc.], and has determined that the documents conform to contract requirements. Government approval shall not relieve the Contractor of responsibility for complying with Federal, State, and local laws and regulations.

##### **C.1.1.4 BUILDING**

A reference to ‘facility’ and ‘site’ is interchangeable with ‘building.’ A man-made structure or edifice which services are performed within or on the exterior of the formation and is intended to support or shelter any use or continuous occupancy.

##### **C.1.1.5 CLEANABLE SQUARE FEET**

This is calculated by taking the Gross Square Feet minus walls (approx. 1.5% of gross square feet) minus non-cleanable areas such as electrical closets, closets, mechanical rooms, storage rooms, raised floor computer rooms, etc.

##### **C.1.1.6 CONTRACTING OFFICER (CO)**

The CO has the responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take action on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications,

details and/or delivery schedules. However, the CO may delegate certain other responsibilities to authorized Government representatives.

#### **C.1.1.7 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The COR shall be appointed by letter from the CO. The CO uses CORs as the primary Government representatives for the administration of the contract. CORs shall have proper training and experience in inspecting contracts, but do not have the authority to modify the contract.

#### **C.1.1.8 CONTRACTOR**

Reference to 'Contractor' throughout the SOW even for those references to subcontracted type tasks shall mean the responsibility of the contract service provider.

#### **C.1.1.9 CUSTODIAL**

A reference to 'custodial' is interchangeable with 'janitorial'. Custodial and related services can include cleaning, window washing, trash removal, recycling, landscaping, and maintaining a building or area.

#### **C.1.1.10 ENVIRONMENTALLY SUSTAINABLE**

These are products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, product, chemicals, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Refer to Section C.17. 'Federal Requirements' for a list of environmentally sustainable attributes and certifying entities.

#### **C.1.1.11 FEDERAL HOLIDAYS**

Federal holidays are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. When Federal Holidays fall on weekends, a weekday is typically designated as the holiday.

#### **C.1.1.12 FEDERALLY EQUIPPED FOOD SERVICE**

This is a facility in Federal Government space where the Government procures and maintains the inventory of food service storage, preparation, cooking and hot and cold holding equipment.

#### **C.1.1.13 GUIDING PRINCIPLES FOR SUSTAINABLE EXISTING BUILDINGS**

A practice of using processes that is environmentally responsible and resource-efficient throughout a building's life-cycle. The goal is to minimize and offset consumption of energy, water, and other resources and to eliminate all waste and pollution from building operations and activities. The result is to reduce the environmental impact of the Federal

Government, which will expand and complement the building design economy, utility, durability, and comfort. See <http://en.wikipedia.org/wiki/Sustainability>

The common objective is to reduce the overall impact of the built environment on human health and the natural environment by:

- Improving energy efficiency and reductions in greenhouse gas emissions.
- Reducing water consumption intensity.
- Acquiring green products and services.
- Implementing pollution prevention measures, including reduction or elimination of the use of toxic and hazardous chemicals and materials.
- Implementing cost-effective waste prevention and recycling programs.
- Increasing diversion of solid/trash waste.

#### **C.1.1.14 GSA GREEN PURCHASING PROGRAM (GPP)**

The GPP which includes the Green Purchasing Plan specifies requirements to promote the purchase of environmentally sustainable products and services.

#### **C.1.1.15 GREEN CLEANING**

Green Cleaning is a planned and organized approach to cleaning specifically designed to protect building occupant s' and workers' health, while at the same time reducing environmental impacts.

#### **C.1.1.16 LEED-EB**

Leadership in Energy and Environmental Design for Existing Buildings (LEED) provides building owners and operators with a concise framework for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions. Once a building has achieved LEED certification all future purchases and services must be evaluated and ensure compliance with LEED to maintain the certification.

#### **C.1.1.17 MODIFICATION**

Modification is a bilateral or unilateral change in the terms of a contract.

#### **C.1.1.18 ORDERING OFFICIAL**

Ordering Officials are appointed by letter from the CO. Ordering Officials shall be the Government's representative for the ordering of supplies and services.

#### **C.1.1.19 PERFORMANCE-BASED SERVICE CONTRACTING**

This is a procurement strategy that seeks to issue technical requirements that set forth outcomes for performance instead of specific requirements on how to perform the service. This strategy shifts the risk of performance to the Contractor by allowing the

Contractor to design the methods of achieving desired results as defined by the performance quality standards established by the Government.

#### **C.1.1.20 FREQUENCY-BASED SERVICE CONTRACTING**

This is a procurement strategy that lists specific activities that must be performed and also specifies the frequency of performance. The Contractor does not have flexibility to adjust performance frequencies based on external circumstances. For these items, the risk of performance is shifted to the Government.

#### **C.1.1.21 PRODUCT PREFERENCE**

Products that are identified as environmentally sustainable shall be selected over those which do not carry such designations. The following factors to consider when selecting products include: environmental performance, cost performance, bio-based, recycled content, biodegradability, technical performance, and availability.

#### **C.1.1.22 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

The QASP is the Government's surveillance method for monitoring and evaluating the Contractor's performance under a Performance-Based Performance Work Statement (PWS), See Exhibit 2. Frequency-Based elements will be inspected in accordance with the "Frequency Based Inspection Plan" found in Exhibit 3 of the PWS.

NOTE: In any case where a performance element is listed in the QASP and in the Frequency-Based Inspection Plan, the Frequency-Based Inspection Plan will take precedence.

#### **C.1.1.23 QUALITY CONTROL PROGRAM (QCP)**

The Quality Control Program is a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. Preparation of this document is the responsibility of the Contractor and should address both performance-based and frequency-based elements.

#### **C.1.1.24 SANITIZE**

This is the process of removing dirt and certain bacteria so that the number of germs is reduced to a level that the spread of disease is unlikely.

#### **C.1.1.25 SERVICE CALLS**

Service calls are considered standard service requirements, such as nonrecurring requests for rearranging of furniture in a conference room, special events support, spills, replenishing restroom supplies, etc.

#### **C.1.1.26 STANDARD SERVICES**

A standard service is defined as all services that are included in the monthly price or are defined in the contract document. Prices are to include all applicable labor, materials,

supplies, training/certifications, equipment (except as otherwise provided), supervision, and management.

#### **C.1.1.27 STEWARDSHIP**

This is the responsibility for managing, conducting or supervising the quality, state or condition of a commercial or institutional building.

### **C.1.2 ABILITYONE COMMISSION (THE COMMISSION) - FORMERLY KNOWN AS THE COMMITTEE FOR PURCHASE FOR PEOPLE WHO ARE BLIND OR SEVERELY DISABLED**

#### **C.1.2.1 COMMISSION FOR PURCHASE FOR PEOPLE WHO ARE BLIND OR SEVERELY DISABLED**

This is the independent Government Agency responsible for the AbilityOne Commission and Program. For more information, go to website <http://www.AbilityOne.gov>.

#### **C.1.2.2 COMMUNITY REHABILITATION PROGRAMS (CRP)**

CRP is the local nonprofit agencies that are associated with NISH and perform the work under the AbilityOne Program by employing people with severe disabilities. The local CRP are in essence the Contractors who perform the work under the contracts.

#### **C.1.2.3 CONTRACTING ACTIVITY (CA)**

The 'AbilityOne' term for Federal Government agencies contracting under the AbilityOne Program.

#### **C.1.2.4 FAIR MARKET PRICE (FMP)**

The term is used for the price established by the Commission for providing a service defined by the Government's Performance Work Statement at a specific location. The Fair Market Price (FMP) must be established in reference to actual market prices for the same or similar services. Any new service being added to the Procurement List will have an initial FMP established.

#### **C.1.2.5 FOLLOW-ON YEAR (FOY)**

The term is used instead of contract option year. As long as the requirement exists, the Contracting Activity is required to continue purchasing the service from the Nonprofit Agency designated by the Commission, unless and until the Commission directs otherwise. The Commission may direct the transfer of the service to another Nonprofit Agency (NPA).

#### **C.1.2.6 IMPASSE**

An Impasse exists when an issue, controversy, or disagreement occurs and the Contracting Activity (CA), NISH or the Community Rehabilitation Programs (CRP) is unable to proceed with a contract action. The AbilityOne Impasse and Disputes Resolution procedures (published separately by the Commission) are generally used

before the Contracts Disputes Act of 1978 to resolve disagreements (<http://www.AbilityOne.gov>).

#### **C.1.2.7 NISH**

This is the Central Nonprofit Agency (CNA) designated by the Commission to assist in creating employment opportunities for people with severe disabilities. NISH is not a Government Agency. For more information go to the website <http://www.nish.org>.

#### **C.1.2.8 PROCUREMENT LIST (PL)**

This is the list of services and products that are performed under the AbilityOne Commission as mandatory source acquisitions. Services are added to the Procurement List by the Commission and are listed by type and location.

#### **C.1.2.9 PURCHASE EXEMPTION**

If a CRP and/or workshop can no longer perform at the targeted price and/or FMP, then NISH may grant a purchase exemption to the CO to accomplish the required work commercially.

### **C.2 OBJECTIVES AND SCOPE**

This contract is for custodial and related services with a Performance Work Statement (PWS) for the **John W. McCormack Post Office and Courthouse, 5 Post Office Square, Boston MA 02109-3901**. As a performance-based contract, the requirements are stated in terms of desired results with associated quality standards. The contract consists of two major functional areas: standard services and above standard services.

Custodial and related services provided by the Contractor are arranged and oversight is provided through one or more of the following entities: GSA's Regional Office, Service Centers, Field Offices, or Local Offices. These entities represent the Property Management organizations that have been adopted by GSA's regional leadership.

All references incorporated herein as Web sites (URL's) are accurate as of June 2017, and may be subject to change by their web publisher. Web pages are provided to the Contractor for additional clarity. A change to any Web site specified in this contract does not change or alter the contract objectives identified herein.

#### **C.2.1 THE CONTRACTOR SHALL**

- Furnish all personnel, labor, equipment, materials, tools, supplies, supervision, management, training/certifications, and services, except as may be expressly set forth as Government furnished, and otherwise accomplish all actions necessary to or incident to, perform and provide the work efforts described in the contract.
- Ensure that their employees are properly trained, licensed and/or certified to operate necessary building systems or equipment for which licensed and/or certified personnel are required by Federal, State, or local laws; codes, or ordinances.



- Be responsible to make the management and operational decisions to meet the quality performance standards required under this contract.
- Use innovation, technology and other means and methods to develop and perform the most efficient cleaning services for the building.
- Implement an effective Quality Control Plan (QCP).
- Implement an effective service call system that results in prompt, professional, and courteous resolution of tenant concerns.
- Keep the CO or their designee informed of current status of the work being performed, provide work schedules and provide other pertinent information needed by the CO or their designee.
- Reduce the environmental impacts of work performed under this contract by using, to the maximum extent, environmentally sound practices, processes, and products.
- Provide training/certifications for their employees that stress stewardship in cleaning practices i.e., the use, disposal and recycling of cleaning chemicals; and dispensing equipment and packaging. Current information on stewardship, training, educational materials and other issues can be found in ASTM E1971-05 or at the ASTM web site. Information on these items is also available on the web site: Stewardship for the Cleaning of Commercial and Institutional Buildings ([www.astm.org](http://www.astm.org)) and ISSA's web site ([www.issa.com](http://www.issa.com)).

### **C.2.2 CLEANING HOURS**

The performance of the cleaning at building(s) shall take place between the hours of 7:00 a.m. and 5:00 p.m. The hours shall not be changed unless authorized by the CO or their designee.

### **C.2.3 BUILDING INFORMATION DATA SHEET ESTIMATES**

The figures contained in the Building Information Data Sheet are estimates. It is the Contractor's responsibility to notify the CO or their designee if it is believed that the information provided is incorrect.

## **C.3 GREEN CLEANING**

The Contractor is required to conduct custodial and related services in a manner as to utilize industry best practices and guiding principles to minimize the Government's Environmental Footprint. This requires annual reporting of non-bio-based, bio-based, sustainable, and green products and materials.

The policy of GSA is to bring most, but not all, of its owned buildings into conformity with the most current and Government-accepted version of LEED for Existing Buildings (LEED-EB) current rating system by the U.S. Green Building Council ([www.usgbc.org](http://www.usgbc.org)). Only in those instances where GSA is pursuing LEED-EB certification will additional LEED-EB scope requirements be added to this specification as specified in Section H.8 'LEED-EB.'

## C.4 SUSTAINABLE PURCHASING

The Contractor shall use safe and environmentally friendly products as referenced throughout this specification. Green cleaning products and processes include those meeting government and third party certified sustainability standards, other environmentally protective products and services as well as those that conserve energy, water, and other resources. Contractor shall select and track cleaning product and materials purchases as described herein.

### C.4.1 SUSTAINABLE PRODUCTS STANDARDS

In the performance of this contract Contractor shall purchase and use, to the extent possible, the safest and most environmentally friendly products. Products used in GSA facilities shall meet the following standards:

- Key Sustainable Products (KSPs): Categories of products and standards designated by GSA as those most commonly purchased in the execution of contracts and task or delivery orders for supplies and services performed at GSA property. Use of KSPs is mandatory. See the Green Procurement Compilation at <https://sftool.gov/greenprocurement> for a partial list of products that comply with the KSP standards.
- Federal Programs Designated Sustainable Products: A compilation of products designated as sustainable by U.S. Department of Agriculture (USDA) BioPreferred, Environmental Protection Agency (EPA) CPG, EPA Safer Choice and Department of Energy's EnergyStar or Federal Energy Management Program (FEMP). Visit <https://sftool.gov/green-products/5/cleaning-products>.
  - When selecting Non-KSP products from the EPA-designated (e.g. Comprehensive Procurement Guidelines (CPG) and USDA designated in the BioPreferred Program and all other factors (such as price, performance, and availability) being equal, the Contractor shall select the CPG item.
  - For other purchases, unless the Contractor receives an exemption from the Contracting Officer or their designee, the Contractor shall select USDA designated in the BioPreferred Program products over products with other sustainable attributes. Visit <http://www.biopreferred.gov/>.
  - For those categories of product not recognized by one of the aforementioned standard's, preference shall be given to products meeting the California Code of Regulations maximum allowable Volatile Organic Compounds (VOC) levels for the appropriate cleaning product category (California Air Resource Board/California Code of Regulations (CCR), Title 17 CCR Section 94509 – (Topic cited; Standards for consumer products at <http://www.arb.ca.gov/consprod/regs/2008/3cp.htm>).

Contractor shall also ensure that (a) Green cleaning products and processes are compliant with the Guiding Principles for Sustainable Existing Buildings. (b) Vacuum cleaners meet the Carpet and Rug Institute (CRI) Seal of Approval. (c) Products meet the American Society of Testing Materials (ASTM) standards. (d) Chemical concentrates that require dilutions are

used whenever possible as compared to ready-to-use products. Dilution control equipment should be employed to ensure correct dilutions of concentrates and to protect workers from exposure to concentrated chemicals.

#### **C.4.2 KEY SUSTAINABLE PRODUCTS (KSPs)**

Use of the listed KSPs is mandatory for all contracts and task orders and contractors are required to provide submittals demonstrating compliance (see subsection C.4.1.2 below). These KSPs were selected to simplify compliance with the various statutes and executive orders that require products purchased for use in the performance of this contract include products that are recycled content, biobased, non-ozone-depleting, less-toxic alternatives, energy-efficient, water-efficient, and meet environmental standards recommended by EPA or adopted by voluntary consensus standards bodies. Mandatory KSPs and their associated standards follow:

Wastebasket liners (24" x 33" or smaller)	≥ 20% post-consumer recycled content <i>OR</i> UL 126 (formerly CCD 126)
<i>Paper towels</i>	100% total recycled content, including ≥ 50% post-consumer recycled content <i>OR</i> Green Seal (GS-1)
<i>Bathroom tissue</i>	100% total recycled content, including ≥ 25% post-consumer recycled content <i>OR</i> Green Seal (GS-1)
<i>Hand soap</i>	USDA BioPreferred <i>AND ONE OF THE FOLLOWING:</i> EPA Safer Choice <i>or</i> Green Seal (GS-41) <i>or</i> UL 2784 (formerly EcoLogo 104)
<i>Multipurpose cleaner</i>	EPA Safer Choice <i>or</i> Green Seal (GS-37) <i>or</i> EcoLogo (UL 2759)

##### **C.4.2.1 PROOF OF COMPLIANCE**

For each Key Sustainable Product used in the performance of this contract, the Contractor shall submit proof of compliance to the CO or his designee prior to the start of each contract year. For Contractors meeting the KSP standards using AbilityOne products, proof of compliance can be downloaded from the AbilityOne catalog website ([https://www.abilityone.com/OA\\_HTML/ibeCZzpHome.jsp?sitex=10020:22372:US](https://www.abilityone.com/OA_HTML/ibeCZzpHome.jsp?sitex=10020:22372:US)).

#### **C.4.2.2 EXEMPTIONS**

Exemptions may apply when Key Sustainable Products meeting the required standards, or recycle content product material that meet or exceed the EPA recovered material content guidelines, are not available because the item cannot be acquired—

- (i) Competitively within a reasonable time frame;
- (ii) Meeting reasonable performance standards; or
- (iii) At a reasonable price.

The Contractor shall provide the Contracting Officer a short written justification for any proposed exemption; the justification shall be made a part of the permanent contract file.

#### **C.4.3 GREEN CLEANING PLAN**

The Contractor shall submit a green cleaning plan that sets forth the procedures, products and equipment that will be used to reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particulate contaminants. The plan shall include building-specific standards that will apply to dusting, dust mopping, dry floor cleaning, chemical handling and tracking, cleaning equipment and associated planned maintenance. Plan shall also describe how hard floor and carpet maintenance will minimize chemical use; practices for cleaning entryways; practices for the handling and storage of cleaning chemicals to minimize spills, leaks, and other mismanagement; practices related to the use of chemical concentrates and dilutions systems; personnel training; and green cleaning quality control processes.

### **C.5 STANDARD SERVICES**

#### **C.5.1 INTERIOR SERVICES**

The Contractor shall provide interior standard services for the work items listed below;

##### **C.5.1.1 PERFORMANCE STANDARDS**

The Contractor through innovation, technology, or other means shall perform the work in this contract to meet the quality and performance standards in this Section. Evaluations of the Contractors work shall be based on the standards in this Section and conducted in accordance with the Government's 'Quality Assurance Surveillance Plan (QASP).'

##### **C.5.1.2 FLOOR CARE**

The Contractor shall provide a floor maintenance schedule to the CO or their designee in accordance with Section C.18 'Contractor Submittals/Deliverables Chart.'

- Bare Floors: Floors, base moldings, and grout shall be clean and free of debris including but not limited to dirt, water streaks, mop marks, string, gum, tar, and other foreign matter. The floors shall maintain their natural luster and not have a dull appearance.

- Wet mopping of bare floors shall be cleaned using disinfectant cleaner(s) with additional scrubbing, if necessary. These floors shall be slip resistant. Surfaces, baseboards, and corners shall be clean and dry. Walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment. There shall be no visible buildup of finish in corners or crevices.
- Mops and cleaning rags shall be cleaned and sanitized before and after each day of use. Mops and cleaning rags used in restrooms (including diapering areas in restrooms and Child Care centers) shall not be used to clean any other areas.
- Asbestos Containing Building Material (ACBM) Floors: Cleaning of flooring that may contain asbestos material, such as Vinyl Asbestos Tile (VAT), shall comply with the methods prescribed in the National Institute of Building Sciences (NIBS) Guidance Manual, 'Asbestos Operations and Maintenance Work Practices.' The Contractor shall have a copy of the NIBS Guidance Manual. Upon request, the Government shall make available to the Contractor any asbestos sampling results.
- ADP/Data Center Floors: Damp mopping shall be the only method of wet cleaning for floors in Automated Data Processing (ADP)/Data Center spaces.
- Asphalt Floors: Damp mopping shall be the only method of wet cleaning for floors containing asphalt material.
- Granite and Marble Floors: All applicable floor areas shall be maintained in accordance with industry standards, and the standard identified in the Contractor's 'Quality Control Plan.'
- Loading Dock Floors: Spill residues and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA) and/or State and local regulatory agency requirements.
- Stripping Floors: The old finish or wax shall be removed in accordance with standard commercial practices. Spots shall be eliminated. There shall be no evidence of gum, burns, scuffmarks, or wax build-up in corners or crevices. UNDER NO CIRCUMSTANCES SHALL BURNISHING OR DRY STRIPPING METHODS BE USED ON ACBM FLOORING.
- Finishing Floors: Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The applied finished area shall have a uniform luster.
- Sealing Floors: Sealant must adhere to the floor. Floor areas must be evenly coated with a slip resistant seal.
- Wood Floors: There shall be no water solutions used on wood flooring. There shall be no dry stripping methods used on wood flooring.

### **C.5.1.3 CARPETS AND RUGS**

- **Extraction (Public Areas Only):** Build-up spills and crusted materials shall be removed along with spots and smears. There shall be no areas of deterioration or fuzzing to the carpets and rugs as a result of harsh brushing or scrubbing. Cleaned areas of carpets and rugs shall be reasonably blended with surrounding carpets. The Contractor shall coordinate with the CO or their designee the times when carpet shall be cleaned. The carpet shall be dry before customers occupy the building on the next business day. The Contractor shall take measures to prevent the growth of mold. Moving of duplicating equipment, computer equipment, and similar types of electric and electronic equipment is to be coordinated with the CO or their designee and customer, as required, prior to cleaning of the carpet. Any furnishings moved are to be returned to their original positions.
- **Spot Cleaning:** Carpet surfaces shall be free of removable spots, soiled traffic patterns, dirt, dust, debris, gum, and crusted materials.
- **Vacuuming:** Carpet surfaces are to be free of dirt, dust, and other debris. Vacuuming shall be done at a frequency that will protect the integrity of the carpet and prolong wear. The Contractor shall utilize at a minimum HEPA vacuum cleaners that meet the requirements of the Carpet and Rug Institute's 'Seal of Approval/ Green Label Vacuum' Program.'

### **C.5.1.4 FLOOR MATS AND RUNNERS**

The Government shall furnish all mats and runners. Types and sizes of mats and runners are identified in Section J, Exhibit 1 the 'Building Information Sheet.' The CO or their designee shall approve all mats and runners.

Mats and runners shall be laid out as specified by the CO or their designee at main entrances, main lobbies, and main and secondary corridors at all times, and must have finished edges. They shall be a minimum of 10 feet in length in the primary direction of travel. Replacement mats and runners shall be the same type as the original mats and runners. Mats and runners shall be free of removable spots, soiled traffic patterns, dirt, debris, gum, and crusted materials. There shall be no areas of deterioration or fuzzing as a result of harsh brushing or scrubbing. They shall receive scheduled cleanings and routine inspections based upon the manufacturer's instructions. Any mats and runners that are found to be non-repairable or cannot be cleaned shall be brought to the attention of the CO or their designee so they can be replaced. Mats and runners shall be stored in accordance with the ANSI/ASEE A1264.2-2006 'Provision of Slip Resistance on Walking/Working Surfaces Guidelines.'

The use of larger mats and runners, where appropriate, as opposed to several smaller mats and runners, is preferred to eliminate overlapping and to reduce potential tripping hazards.

In the event of wet or inclement weather mats and runners are used, the mats and runners shall be placed at entrances and at other areas identified by the CO or their designee prior

to the building occupants reporting to work. Wet or inclement weather mats and runners shall be removed, cleaned, and stored by the Contractor when the CO or their designee determines that they are no longer required.

#### **C.5.1.5 RESTROOMS, SHOWER ROOMS, LOCKER ROOMS AND HOLDING CELLS**

- **Cleaning:** All areas shall be cleaned using a disinfectant cleaner. Fixtures shall maintain a high level of luster and be free of dust, mold, mildew, streaks, and encrustations. Partitions, doors, vents, sills, and walls shall be free of dust, dirt, bodily fluids and waste, and graffiti. Shower curtains shall be cleaned and free of mold and dirt.
- Restrooms shall be free of discarded material and trash shall be emptied to prevent the containers from overflowing.
- **Dispensers:** The Government shall provide dispensers, including dispensers in tenant break rooms. The Contractor shall replenish supplies and fill dispensers as a standard service. The supplies for the provided dispensers shall be compatible with the dispenser's manufacturer's requirements. Supplies including dispenser construction and efficiency shall be consistent with the safe and environmentally friendly products requirements referenced throughout this specification. Hand soaps shall not contain antibacterial agents except where required by Federal, State, local requirements and health codes. Monies collected from tampon and sanitary napkin dispensers shall be retained by the Contractor who shall provide and replenish the product at their expense.
- **Floors:** The quality standard for providing standard service is the same as that described in Section C.5.1.1. 'Floor Care.'
- **Receptacles:** The Government shall provide receptacles. The Contractor shall empty, clean, and sanitize the sanitary napkin and waste receptacles. Sanitary napkin disposal containers shall be lined with new receptacle bags. Disposal of waste shall be treated the same as Blood Borne Pathogens as specified in 29 CFR §1910.1030 ([http://www.access.gpo.gov/nara/cfr/waisidx\\_06/29cfr1910a\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html)).

#### **C.5.1.6 FIXTURES**

- **Clean and Sanitize:** All fixtures and surfaces (washbasins, urinals, modesty panels, toilets, shower stalls, etc.) shall be clean with no dust, spots, soiled substances, discoloration, mold, build-up, or excess moisture.
- **Drinking Fountains:** All fountains shall be free of dirt, watermarks, and all other debris or encrustations. Drinking fountains shall be sanitized and present a lustrous appearance.



#### **C.5.1.7 SURFACES**

- **Horizontal Surfaces:** All surfaces shall be free of dust, dirt, oil spots, or smudges. Cabinets and desks with papers, computers, and keyboards shall not be disturbed. Surfaces should be damp mopped or wiped with a germicidal cleaner. Contact time should be consistent with the manufacturer's recommendations.
- **Metal, Brass and Woodwork:** Surfaces (including corners, crevices, moldings, ledges, hand rails, grills, doors, door knobs, door frames, kick plates, etc.) shall be free of dust, streaks, spots, hand marks, oil, smudges, dirt, soiled substances, encrustation, and streaks.
- **Glass Cleaning:** All glass, clear partitions, mirror surfaces, bookcases, and other glass (within approximately 70 inches' of the floor) shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots, grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture.

#### **C.5.1.8 WALLS**

All wall surfaces shall be free of smudges, marks, dirt, and spots. Cleaning shall not cause discoloration.

#### **C.5.1.9 HIGH CLEANING**

**High Surfaces:** Surfaces between 70 inches and 102 inches shall be cleaned and free of dirt, dust, and cobwebs. Where glass is present, both sides shall be clean and free of streaks. This does not include the removal of vents, tiles, or fixtures.

#### **C.5.1.10 DUSTING**

Surfaces shall be dust free with a preference to using a micro-fiber or damp cloth, or backpack vacuum fitted with the appropriate dusting tool.

#### **C.5.1.11 TRASH, WASTEBASKETS, AND ASH RECEPTACLES**

All trash (including restrooms) shall be collected and removed to a location designated by the CO or their designee. Trash containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled material. Plastic liners for all trash and debris containers shall not be torn, worn, or contain residue. All ash receptacles shall be free of dust, ashes, odors, tar, streaks, and tobacco residue.

The Contractor shall notify the CO or their designee of any item or material identified by the Environmental Protection Agency (EPA) and State and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste observed in the trash receptacles. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries as specified in 40 CFR § 260-273.

#### **C.5.1.12 RECYCLABLES**

The Contractor shall provide all labor, and the means to collect and transport recyclable materials from recycling bins and containers located throughout the building to storage and loading areas as designated by the CO or their designee and as described in Section 10.2.0. 'Recycling.'

#### **C.5.1.13 ELEVATORS, ESCALATORS, AND STAIRWAYS**

- Door Tracks: Tracks shall be clean and free of dirt, debris, built up grime, dust, smudges, and other extraneous matter.
- Exterior and Interior Car Surfaces: Surfaces shall be clean and free of finger marks, smudges, and spills. Carpets and floors shall be free of removable spots, dirt, and debris. Floors requiring a finish shall be maintained at a high luster.
- Exposed Surfaces, Treads, Risers and Landings: Stairways, escalators, entrances, landings, railings, risers, ledges, grills, doors, radiators, and surrounding areas shall be free of dirt, dust, litter, and debris.

#### **C.5.1.14 PLATE GLASS**

All interior glass (to include glass over and in vestibule doors, all plate glass around entrances, lobbies, and vestibules) shall be clean and free of dirt, grime, streaks, moisture, and shall not be cloudy.

#### **C.5.1.15 WINDOW WASHING**

RESERVED

#### **C.5.1.16 BLINDS AND COVERINGS (NOT INCLUDING DRAPES, CURTAINS, AND UNIQUE COVERINGS)**

Dusting of Blinds and Coverings: All blinds, coverings, cord tapes, and valances shall be clean and free of dust and spots. Blinds and coverings that are not operating properly shall be reported to the CO or their designee for repair.

#### **C.5.1.17 FINE ARTS COLLECTION**

The Contractor shall work with the CO or their designee to identify artworks in the building which are considered part of GSA's Fine Arts Collection. The Contractor shall work with the CO or their designee and Regional Fine Arts Officer to determine the best way to ensure that regular maintenance such as floor polishing, dusting, and window washing are accomplished in these areas; and to identify and help mitigate site-specific hazards such as pests that may damage the artworks.

#### **C.5.1.18 POLICING INSIDE AREAS**

Areas: All building areas shall be free of papers, trash, and other discarded materials.

#### **C.5.1.19 INTERIOR AND ATRIUM PLANTS (GOVERNMENT PLANTS)**

Plants shall be free of dust and dead leaves and properly hydrated. Fertilize, prune, and treat for infestation. Any dead or withered plants, due to the Contractor's neglect, shall be replaced by the Contractor at no additional expense to the Government. Plants that are the personal property of tenants are excluded.

#### **C.5.1.20 CONCESSIONS (CAFETERIAS, SNACK BARS AND VENDING MACHINE AREAS)**

Cleaning: All public areas (cafeteria furniture, seating areas, snack bars, and vending machine areas) shall be clean, sanitized, and free of spillages, food crumbs, spots, smudges, marks, and soil. Floors shall be maintained using the floor care standard requirements in this contract. Floors in serving and kitchen areas shall be cleaned only if open during the normal scheduled cleaning hours, except in Federally-equipped food service facilities. In Federally-equipped food service facilities the cleaning of kitchens and areas behind serving tables, and salad and soup bars is the responsibility of the Concessions Contractor.

#### **C.5.1.21 POSTAL SPACE**

RESERVED

#### **C.5.1.22 FITNESS CENTERS, HEALTH UNITS AND LABORATORIES**

- Cleaning: Areas such as the fitness centers, health units, and laboratories shall be cleaned in accordance to the standard service requirements.
- Surfaces: All metal (door frames, handles, and fixture) and glazed surfaces (including partitions), shall be sanitized and made free of smears, finger marks, and streaks.
- Equipment: All vinyl surfaces of exercise equipment and exercise mats shall be free of dust, dirt, spots, streaks, and smudges. Cleaning shall be performed under and around without moving or lifting items. Shower curtains surfaces shall be cleaned and free of mold and dirt. Locker exterior surfaces shall be free of dust and streaks.

### **C.5.2 EXTERIOR SERVICES**

The Contractor shall provide exterior standard services for the work items listed below.

#### **C.5.2.1 PERFORMANCE STANDARDS**

The Contractor shall provide all resources, labor, tools, equipment, transportation, hauling away, disposal, training, supplies, materials, and oversight to ensure that quality and performance standards are successfully achieved.

#### **C.5.2.2 PLATE GLASS**

All exterior glass (to include spandrel glass, glass over and in exterior and vestibule doors, and all plate glass around entrances, lobbies, and vestibules) shall be clean and free of dirt, grime, streaks, moisture, and shall not be cloudy.

### **C.5.2.3 WINDOW WASHING**

RESERVED

### **C.5.2.4 CANOPIES**

Cleaning: All canopies and anything affixed to or included in the surfaces of canopies shall be clean and free of all dirt, dust, cobwebs, nests, bird excrement, trash, and debris.

### **C.5.2.5 HARD SURFACE AREAS**

Cleaning: All areas (sidewalks, brick areas, around light poles, hard surfaces, parking lots, surface parking, garages, dock areas, moats, platforms, driveways, ramps, lanes, etc.) shall be clean and free of dirt, debris, gum, litter, gravel, weeds, oil, and grease. No residual dirt shall remain after the removal of the debris. Spill residues and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements.

### **C.5.2.6 ASH RECEPTACLES AND TRASH CONTAINERS**

Cleaning: All solid waste/trash shall be collected and removed to a location designated by the CO or their designee. Trash containers and ash receptacles shall be emptied and kept clean, odor-free, and free of dirt, dust, ash, cigarette butts, debris, residue, and spilled materials. Sand in ash receptacles shall be replenished as necessary. Plastic liners for all trash containers shall not be torn, worn, or contain residue.

### **C.5.2.7 SURFACES (SIGNS, VENDING MACHINES, TABLES, ETC.)**

Cleaning: Surfaces shall be clean, with no dirt, dust, residue, streaks, spots, soil substances, discoloration, or cloth streaks. Surfaces should be damp mopped or wiped with a germicidal cleaner. Contact time should be consistent with the manufacturer's recommendations. Spill residue and clean-up materials used shall be disposed of properly.

### **C.5.2.8 GRAFFITI REMOVAL**

Remove graffiti using normal cleaning methods (e.g., normal graffiti removal cleansers or solvents.) Graffiti that cannot be removed with such methods shall be reported to the CO or their designee.

### **C.5.2.9 EXCREMENT REMOVAL (HUMAN, BIRD AND ANIMAL)**

Cleaning: All steps, stairs, entrances, sidewalks, arcades, landings, balconies, and ledges shall be cleaned of all excrement while following established safety precautions as outlined in the Center of Disease Control protocols. Knowledge of safety requirements in cleaning areas contaminated by bat, pigeon, or other avian pest excrement is required. The Contractor shall fully train all employees designated to perform these services in accordance with Occupational Safety and Health Administration (OSHA) standards and OSHA approved Federal, State, and local regulations.

#### **C.5.2.10 POLICING OUTSIDE AREAS**

- Policing: All areas including lawn, grounds, planted areas, sidewalks, hard surfaces, parking areas, garages, docks, platforms, driveways, ramps, lanes, etc., shall be cleared of gum, litter, debris, paper, trash, and other discarded materials.
- Unimproved Grounds: All areas shall be cleared of trash, debris, and other discarded material each time the native grasses, weeds, etc. are cut.
- Fence Lines: Fence lines shall be cleared of trash, debris, and other discarded materials.

#### **C.5.3 SNOW AND ICE REMOVAL**

The Contractor shall perform snow and ice removal standard services for the snow and ice removal program. Snow and ice removal from entrances, steps, landings, sidewalks, vehicular courts, driveways, plaza areas, roadways, parking areas, handicapped accessibility areas, and approaches are included in the standard service price. This does not include snow and ice removal requiring heavy equipment (ride-on equipment such as front end loaders, backhoes, bobcats, snow plows, etc.). Heavy Equipment does not include snow throwers, gravely, or similar equipment. Equipment provided by the Government that is damaged by the Contractor due to neglect shall be repaired or replaced by the Contractor. The Contractor shall be responsible for all costs incurred.

The Contractor shall clear snow and ice before the normal building operating hours to prevent slip hazards. Furthermore, the Contractor shall clear snow and ice during normal building operating hours and is authorized to divert work to accomplish the task. The Contractor shall notify the CO or their designee of the diversion within **1 Hour**. The CO or their designee retains the right to determine what type of services and the duration of diverted services for the removal of snow and ice.

The GSA Ordering Official may order additional snow and ice removal services outside of normal building operating hours (i.e., weekends, holidays). The task order shall reflect the days and hours required for snow and ice removal.

The Contractor shall submit a detailed snow removal plan that meets the needs of the GSA. At a minimum, the snow removal plan shall include the following items:

- Coordination measures (to ensure appropriate levels of effort for the conditions of the building)
- Equipment
- Personnel
- Snow removal event triggers
- Treatment areas requiring de-icing
- Approved materials and chemicals
- Safety plan
- Notification procedures

Chemicals and/or sand shall be used to reduce safety hazards due to ice and snow. All chemicals used shall be certified by EPA's 'Design for the Environment.' Products with no comparable substitute shall comply with Federal specifications and local codes and be approved by the CO or their designee prior to the first inclement weather event. No sodium chloride or calcium chloride salt shall be used due to environmental risk. Less disruptive chemicals such as magnesium chloride, potassium acetate, and potassium chloride are viable alternatives. The Contractor shall ensure there is an adequate supply of chemicals and sand on site or readily available to cover unexpected snow and ice occurrences.

#### **C.5.4 GROUNDS MAINTENANCE**

RESERVED

##### **C.5.4.1 LANDSCAPE EROSION MANAGEMENT**

RESERVED

##### **C.5.4.2 GROUNDS MAINTENANCE SERVICES**

RESERVED

##### **C.5.4.3 COMPOSTING**

RESERVED

##### **C.5.4.4 TREES AND SHRUBS**

RESERVED

##### **C.5.4.5 MULCHING**

RESERVED

##### **C.5.4.6 MOWING AND EDGING**

RESERVED

##### **C.5.4.7 LEAF REMOVAL**

RESERVED

##### **C.5.4.8 OVER SEEDING, DETHATCHING AND PLUGGING**

RESERVED

##### **C.5.4.9 FERTILIZATION**

RESERVED

##### **C.5.4.10 FLOWERBEDS AND PLANTS**

RESERVED

**C.5.4.11 PLANT REPLACEMENTS**

RESERVED

**C.5.4.12 SOIL AND GROUND COVERS**

RESERVED

**C.5.4.13 UNIMPROVED GROUNDS**

RESERVED

**C.5.4.14 FENCE LINES**

RESERVED

**C.5.4.15 WEEDS**

RESERVED

**C.5.4.16 IRRIGATION**

RESERVED

**C.5.4.17 WATERING**

RESERVED

**C.5.4.18 ADJUST, CLEAN AND SET AUTOMATIC CONTROLLERS**

RESERVED

**C.5.4.19 INTEGRATED PEST MANAGEMENT PLAN (IPM)**

RESERVED

**C.6 ABOVE STANDARD SERVICES**

The Contractor shall provide interior and exterior above standard services to fulfill the Government's intermittent need for work. These services are in addition to the services specified as a standard service.

The Contractor shall not divert workforce to accomplish above standard services.

**C.6.1 CARPET EXTRACTION (PRIVATE AREAS)**

The quality standard for providing above standard service is the same as that described in Section C.5.1.3 'Carpets and Rugs.'

**C.6.2 WINDOW WASHING**

RESERVED



### **C.6.3 POSTAL LOCK BOXES AND MAIL CASES**

RESERVED

### **C.6.4 WASHING BLINDS AND COVERINGS (NOT INCLUDING DRAPES, CURTAINS AND UNIQUE COVERINGS)**

RERSERVED

### **C.6.5 PRESSURE WASHING AND STEAM CLEANING**

Cleaning: The Contractor shall remove all dirt, debris, residue, gum, grease, and tar from the exterior areas of the building(s) with the approval of the CO or their designee. Clean-up shall be done in an environmentally sound manner to minimize the amount of waste washed into the storm sewers or onto the grounds.

### **C.6.6 TREE THINNING**

RESERVED

### **C.6.7 GOVERNMENT FURNISHED TREES AND PLANTS (PLANTED IN GROUND OR PLANTERS)**

RESERVED

### **C.6.8 MACHINE STRIP AND FINISH – OFFICE FLOORS**

The quality standard for stripping and finishing is the same as that described for stripping and finishing in the Standard Service Section in C.5.1.2 (“Floor Care”).

### **C.6.9 SPRAY BUFF – OFFICE FLOORS**

RESERVED

### **C.6.10 WIPE DOWN AND TREAT WOOD WALL SURFACES**

Apply oil soap using a cotton cleaning cloth to the area. After applying, quickly remove residue with a dry cotton cleaning cloth, so as to prevent moisture build up in the wood.

### **C.6.11 SNOW AND ICE REMOVAL, OUTSIDE OF NORMAL OPERATING HOURS**

Outside of Normal Operating Hours: Snow removal services performed outside of the buildings normal operating hours will be reimbursed to the contractor at an hourly rate in accordance with the Above Standard Services “Snow and Ice Removal, ASR” Line Item, but only to the extent that the employee works in excess of his or her daily work scheduled hours as approved by the COR.

To prevent a hazardous condition, surfaces which accumulate snow or ice overnight or on weekends, must be free of snow and ice prior to 6:00 AM on the first business day following the start of the storm.

The Contractor shall use caution when snow removal is in progress to prevent any damage to the buildings, grounds, vegetation, landscape areas, sidewalks, roads, fire hydrants, shrubs, signs, and other protrusions. The Contractor shall be held liable for any damage incurred to Government property during the performance of work. All locally prescribed safety regulations, laws, and practices shall be carefully observed in performance of the work.

The Contractor will ensure all snow/ice clearing services required overnight or on weekends are performed to prevent snow/ice build-up or dangerous conditions. If Monday is a holiday, the reimbursement period will continue until 6:00 AM the following business day. If Friday is a holiday, the reimbursement period will commence at 6:00 PM on Thursday. If the holiday is midweek, the reimbursement period will start at 6:00 PM of the day before the holiday and end at 6:00 AM the following business day.

In the event of icy rain or snow accumulation, sanding shall commence to maintain a safe passage on all paved parking lots, driveways, ramps, garage entrances/exits, loading dock areas and walkways, as necessary at the location. A combination of sanding and GSA-approved ice melt product is acceptable for use in these circumstances, provided that such use maintains safe passage and prevents staining or damage to the surfaces. The contractor is responsible for ensuring all contract required services are performed when local conditions warrant.

#### **C.6.11 SNOW AND ICE REMOVAL FOR AREAS REQUIRING HEAVY EQUIPMENT**

RESERVED

#### **C.6.12 HIGH CLEANING, >102"**

High Cleaning (with the exception of dusting that can be accomplished through the use of standard 3-foot telescopic extensions, which is included in the contract) of areas over 102-inches is not part of the standard services in this contract. The contractor shall submit an hourly price for this service.

The above-referenced High Cleaning work shall include, but not be limited to, cleaning surfaces and objects in the building which are more than 102-inches above floor level. This includes all wall and ceiling areas, and anything hung on to, affixed to, or included in these surfaces. This work will include only the room side of fluorescent light fixtures and HVAC ceiling and/or wall diffusers. These surfaces shall be clean and free of dirt, dust, cobwebs, soil substances, spots or foreign matter. Where glass is present, both sides shall be clean and free of streaks, dirt or cloudiness, except for clocks or pictures. Glass in clocks or pictures shall be cleaned (washed and dried) only on the exposed side.

#### **C.7 SERVICE CALLS**

Contractor shall provide adequate staff to respond to service calls during building(s) operating hours (see Section J, 'Building Information Sheet') and during the Contractor's regular cleaning

schedule. Historically, custodial related service calls for this building(s) have been **100** hours per month. Contractors shall detail in their Quality Control Plan (QCP) how they will monitor and respond to service calls.

Service calls shall be monitored and satisfactorily responded to in a timely manner. The Contractor shall include a method of recording customer calls, the time to complete the service call, and the corrective action taken. These records shall be made available for review by the CO or their designee.

The costs of all service calls shall be reimbursed to the Contractor if the request is outside the building(s) operating hours and outside the Contractor's regular cleaning schedule.

The Contractor shall respond to all service call requests (custodial issues, moving, arranging and rearranging furniture within a conference room, special event support, etc.) using building specific service call procedures.

Service calls that the CO or their designee determines to be urgent (spilled water in traffic areas, lack of toilet supplies, etc.) shall be handled immediately.

## **C.8 COMMUNICATION PLAN**

The Contractor shall prepare and provide to the CO or their designee a communication plan, detailing how the Contractor plans on using technology (two-way digital communication) to communicate with GSA to receive and respond to service calls, emergencies, status of projects, etc. The plan shall be submitted as part of the bid package for the Government's review and approval.

## **C.9 PROTECTION AND DAMAGE**

The Contractor shall make reasonable efforts to assist the Government to prevent hazardous conditions and property damage. To the extent that relevant conditions or activities are noted but are not associated with the Contractor's scope, the Contractor shall promptly report such conditions or activities to the CO or their designee, or to security personnel.

The Contractor shall protect Government's property, buildings, materials, equipment, supplies, records and data that are within the Contractor's control against unauthorized access, loss or damage.

The Contractor shall establish a system for on-site work force personnel to report potentially hazardous conditions in the building to the CO or their designee or other designated Government representatives, regardless of whether the condition is within the Contractor's responsibility.

The Contractor and Contractor's employees and subcontractors shall comply with the General Services Administration, Rules and Regulations Governing Public Buildings and Grounds (as posted in the building), and shall promptly report violations by employees, or as otherwise observed, to the CO or their designee, or security personnel.

## **C.10 SOLID WASTE/TRASH/RECYCLING MANAGEMENT**

A solid waste/trash reduction and recycling management program, which is part of providing standard services, includes identifying and properly segregating all recyclable materials, composting materials, and Universal Wastes.

The Contractor shall not collect hazardous materials unless specifically contracted to recycle them. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries (nickel-cadmium and small, sealed lead acid batteries in electronic equipment, mobile phones, portable computers, and emergency lighting). In addition, electronic equipment such as computers and printers shall not be discarded in the trash containers. The Contractor shall notify the CO or their designee of any prohibited or unauthorized items observed in the trash receptacles.

### **C.10.1 SOLID WASTE/TRASH AUDITS**

RESERVED

#### **C.10.1.1 EXTENT OF WORK**

RESERVED

### **C.10.2 SOLID WASTE/TRASH REMOVAL AND DISPOSAL**

The custodial Contractor shall provide solid waste/trash removal and disposal services as described herein.

The Contractor shall collect and transport all solid waste/trash and debris to designated locations on the loading dock or other areas (holding areas) for removal from the premises. Holding areas for solid waste/trash accumulation shall be identified by the CO or their designee. If trash compactors are used at the building, the Contractor shall operate the compactor. The door is interlocked with the compactor and will not operate unless the door is closed. The custodial Contractor shall ensure that the appropriate Contractor personnel receive training in the safe and proper operation of the compactor.

The Contractor shall perform collection, removal, recycling and related activities in accordance with the strategies agreed upon by the Government and Contractor based on the solid waste/trash audit Final Report

#### **C.10.2.1 SOLID WASTE/TRASH RECORDS AND REPORTS**

RESERVED

#### **C.10.2.2 PICK-UPS ON-CALL**

RESERVED

### **C.10.3 RECYCLING**

It is the intent of the Government to keep the maximum amount of materials from the landfills through aggressive recycling. To the extent practicable, both the Government and Contractors shall pursue Government and Contractor revenue sharing opportunities.

#### **C.10.3.1 EXTENT OF WORK**

The Contractor shall remove all hydraulic fluid and/or oil spillage caused either by the collection vehicles, or released from containers at the designated centralized collection site (loading dock, etc.). Sorbent use for cleanup shall contain post-consumer recycle content minimum as required. The minimum depends on the type of sorbent used: see the EPA/CGP website for details. Spill residue and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA), and State and local regulatory requirements.

Unless specifically contracted to recycle items or material identified by the EPA and State and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste, the Contractor shall not collect these items. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries. Electronic equipment, such as computers, shall not be discarded in the recycle bins. The Contractor shall notify the CO or their designee of any prohibited or unauthorized items observed in the trash or recycling receptacles.

The Contractor shall furnish all necessary labor and supervision to provide recycling services as described herein. All recyclable materials shall be collected for removal from the premises. Overflow of materials from containers shall be picked up from the floor of the area used to collect and consolidate the materials.

Arrange for the removal of recyclables from the premises. Be responsible for all fees, if any, associated with recycling.

Remove all recyclable materials to a storage area designated by the CO or their designee. Recyclable materials may be found in

- ☒ Central recycling bins and containers (located in common areas such as hallways, break rooms, conference rooms, snack bars, cafeteria and/or restrooms, etc.)
- ☐ Desk side recycling bins and containers.
- ☐ Both.

Place recyclable materials in containers, dumpsters, or compactors provided by recycler. The Contractor shall monitor the containers, dumpsters, and compactors to prevent littering in the holding area. No trash shall accumulate in the holding area.

- Bale corrugated materials, if a baler is available.

Ensure that all custodial staff involved in the recycling program fully understands the recycling procedures and requirements.

- Coordinate additional pickups within 24 hours of notification by the CO or their designee.

To the extent practicable, both pursue Government and Contractor revenue sharing opportunities.

Comply with reporting requirements specified herein in Section C. 11, 'Environmental Reporting'.

### **C.10.3.2 RECYCLABLE MATERIALS DISPOSITION**

RESERVED

### **C.10.3.3 RECYCLABLES**

- Collection and Pickups: The Contractor shall ensure that recyclables are collected and placed in the designated holding areas on a schedule that will maximize the quantity of materials removed from the premises as scheduled. Additional collections of recyclable materials may be required on an irregular basis and will be coordinated with the CO or their designee.

### **C.10.3.4 PICK-UPS ON-CALL**

RESERVED

### **C.10.3.5 RECYCLING CONTAINERS**

Individual Deskside and Central Collection Containers: The Government shall provide the collection containers.

Central Collection Containers: Container(s) shall be placed in the areas designated by the CO or their designee, where trash is collected. Government approved container(s) shall be placed on each floor to receive the collection of recyclable materials. Full containers with recyclables are to be transported by the Contractor to the dock or designated area for pickup by the recycling Contractor.

Recycling Collection Containers: The Government shall provide the necessary Government approved collection containers/bins and other equipment for use throughout the building for the collection of recyclable materials. These are the mobile type containers/bins and other equipment that the Contractor shall use to collect recyclables from deskside and/or central recycling containers. These containers shall be in sufficient quantities for the collection of recyclable material prior to removal to the designated holding area.

Storage Containers: The Government shall provide the necessary storage containers and other equipment, such as compactors, dumpsters, etc., for use in designated holding areas.

Containers shall be in sufficient quantities for the collection and storage of the recyclable materials in the holding area prior to removal from the premises by the recycling Contractor.

Containers and Equipment Responsibility: The Contractor shall be responsible for the removal of recyclables from the collection containers and moving them to the holding area throughout the contract period. The containers, excluding those used to collect paper, shall be labeled, lined and free of residue and any plastic liners shall not be torn, worn or contain residue. Containers shall be kept free from holes, vermin, or foreign matter that might cause injury or stain clothing or furniture, and the containers must not emit unpleasant odors. If any container emits an unpleasant odor, as identified by the CO or their designee, it shall be immediately corrected by the Contractor at their expense. Recyclable materials shall not be handled, stored or transported in any manner that causes safety or health hazards.

All Government supplied equipment and materials shall remain the property of the Government. The Contractor shall be accountable for all recycling equipment and containers belonging to the Recycling Contractor and shall use them only for the intended purpose.

#### **C.10.3.6 RESTRICTION ON USE**

Recyclable paper purchased under this contract shall be used or sold as recyclable paper only; i.e., for processing at a pulp mill to be made into new paper products. The Contractor shall not use, allow access to, or offer for resale any papers, documents, or file record materials for the information contained therein.

#### **C.10.3.7 RECYCLING PROCEEDS**

RESERVED

#### **C.10.3.8 RECYCLING RECORDS AND REPORTS**

RESERVED

### **C.11 ENVIRONMENTAL REPORTING**

The Contractor shall provide all necessary information required in this Section to comply with environmental and green purchasing reporting requirements, and agency sustainability goals in this specification.

The Contractor shall submit to the CO or their designee the following reports.

#### **C.11.1 RECYCLING AND WASTE REPORTS**

RESERVED

#### **C.11.2 REPORT CALCULATIONS**

RESERVED

### **C.11.3 GREEN PURCHASE REPORTS**

The Contractor shall submit information on green purchasing practices specific to the performance of this contract. Records showing the monthly cost of green cleaning products and materials purchased shall be provided to the USDA and the CO or their designee by the Contractor so that this report can be submitted by the CO or their designee as required by the Resource Conservation and Recovery Act (RCRA), USDA, and EO 13514. Reportable information and formats are provided in Section J, Exhibits 4 through 6 for the following:

- Bio-based: The Contractor shall provide a list of USDA-designated bio-based products purchased October 1-September 30, during the previous fiscal year. Information will include the types and dollars spent on these products. The Contractor shall submit the report in accordance with Federal Acquisition Regulation (FAR) Clause 52.223-2 no later than October 31 of each year during contract performance and at the end of contract performance. The reports shall be submitted to the USDA designated location and a copy to the following e-mail address [PBSbiobasedreporting@gsa.gov](mailto:PBSbiobasedreporting@gsa.gov).
- Non bio-based: The Contractor shall submit a report of all non-bio-based products to include: Green Seal, DfE, CPG, and Environmental Choice (low VOC, Non-Ozone Depleting), as well as non-green (Hazardous/Toxic) products to the CO or their designee no later than October 31 of each year during contract performance and at the end of contract performance. Report shall include the cost of cleaning products and materials purchased under this contract.

### **C.11.4 INTEGRATED PEST MANAGEMENT REPORT**

The Contractor shall provide to the CO or their designee with a list of chemicals and their purchase prices that are used to control pests in the building.

### **C.11.5 SUPPORTING DOCUMENTATION**

The Contractor shall maintain documentation to support all the above reported activities. Information may include receipts or other records related to pick-up dates, weights, and associated fee schedules. Records and receipts obtained shall be made available to the CO or their designee upon request.

### **C.11.6 REPORTING FORMATS**

Reports prepared by the Contractor shall be submitted to the Government electronically, using the forms in Section J, Exhibits 4 through 8. Where possible, the Contractor shall submit reports in electronic form. The Contractor's reports shall be printed double-sided on paper containing a minimum of 30 percent post-consumer recycled content.

## **C.12 INTEGRATED PEST MANAGEMENT**

The Integrated Pest Management (IPM) Plan is a part of the standard services provided by GSA, which consists of a preventive maintenance process. The plan coordinates many different programs to reduce sources of pests on a long-term basis for both the interior and exterior areas of a building. The Pest Control requirement is specified in 7 U.S.C. 136r-1 [7 USC § 136r-1 - Integrated Pest Management | LII /](#)



[Legal Information Institute](#) . The Contractor shall have a plan that employs practices and techniques, as they relate to cleaning, trash, and materials handling, that reduce the sources of food and water, harborage, and access routes used by pests in and around the building.

### **C.12.1 PREVENTATIVE PEST MAINTENANCE**

The Contractor shall implement a preventive maintenance program that identifies and corrects conditions that contribute to pest infestation. Some of the most effective

**EXAMPLES**, include but are not limited to:

- Self-contained compactors rather than dumpsters or stationary dumpsters for storing solid waste/trash awaiting pickup, wherever possible.
- Pressure washing of trash rooms, loading docks, and food preparation facilities. The Contractor shall ensure that run-off into drains and sewers is minimized when using pressure washing devices.
- Food preparation and storage areas remain clean.
- Dedicated, tightly covered receptacles for food waste in indoor areas with chronic pest problems.
- Replacement of dense ground cover in landscapes with chronic rodent problems.
- Employ techniques that may include, but are not limited to, keeping containers closed, removal of debris, etc.

### **C.12.2 INITIAL PEST ASSESSMENT**

A certified pesticide applicator or licensed IPM Contractor shall conduct a thorough, initial assessment of the interior space and/or exterior grounds and paved areas. Access to building space shall be coordinated with the CO or their designee. The CO or their designee must inform the Contractor of any restrictions or areas requiring special scheduling. The purpose of the initial assessment is for the custodial Contractor to identify areas or practices that may contribute to pest infestation.

A written report detailing the findings of the initial assessment shall be submitted to the CO or their designee within fifteen (15) calendar days of the start of the contract. Throughout the life of this contract, the Contractor shall be responsible for notifying the CO or their designee in writing about any sanitary or procedural modifications deemed necessary to eliminate pest infestation.

### **C.12.3 RECOMMENDATIONS FOR PEST MANAGEMENT AND CONTROL**

Application of chemical and non-chemical pesticides and trapping methods to address current pest infestations (pest populations) is not a part of this base contract. As required above, the Contractor shall submit an assessment of practices that may contribute to pest infestations (pest populations). The report shall also include recommendations for getting rid of current pest infestations. Eradication methods recommended shall include non-pesticide

practices where possible (vacuum or trapping methods). Each control recommendation shall include a price which the Contractor would charge separately from this contract. Prices shall reflect service from personnel qualified to apply chemical and non-chemical pesticides. In the event that pesticide application or trapping methods are required on a regular basis, this contract may be modified to include those services. The GSA may choose to obtain these services from a separate vendor.

#### **C.12.4 GENERAL**

The certified pesticide applicator or licensed IPM Contractor shall accomplish the monitoring, trapping, and pesticide application and pest removal components of the IPM.

#### **C.12.5 PESTS INCLUDED AND EXCLUDED**

The Contractor shall adequately suppress indoor populations of rats, mice, cockroaches, ants, flies, and any other arthropod pests not specifically excluded in this exhibit. This includes populations of these pests that are located outside of the specified facilities, but within the property boundaries of the facilities.

The following pests are excluded from this contract and should be ordered by the region under a specialized contract:

- Birds
- Mosquitoes
- Snakes
- Vertebrates that are not commensal rodents
- Bats
- Termites
- Other wood-destroying organisms
- Bed Bugs

#### **C.12.6 INITIAL PEST ASSESSMENT**

A certified pesticide applicator or licensed IPM Contractor shall conduct a thorough, initial assessment of the interior space and/or exterior grounds and paved areas. Access to building space shall be coordinated with the CO or their designee. The CO or their designee must inform the Contractor of any restrictions or areas requiring special scheduling. The purpose of the initial assessment is for the custodial Contractor to identify areas or practices that may contribute to pest infestation.

A written report detailing the findings of the initial assessment shall be submitted to the CO or their designee within **30** calendar days of the start of the contract. Throughout the life of this contract, the Contractor shall be responsible for notifying the CO or their designee in writing about any sanitary, structural, or procedural modifications deemed necessary to eliminate pest infestation.

### **C.12.7 PEST CONTROL PLAN**

Prior to initiation of services, the Contractor shall submit to the CO or their designee for approval a written Pest Control Plan within **30** calendar days following the initial assessment. The plan should include integrated methods, routine site inspections and maintenance, routine pest inspections, pest populations monitoring, evaluation of the need for pest control and one or more pest control methods. The plan shall also include a specification of the circumstances under which an emergency application of pesticides can be applied and a communications strategy directed to building occupants.

The Pest Control Plan shall consist of the following parts:

- Proposed Materials and Equipment for Service including labels and Material Safety Data Sheets (MSDS) for all pesticides to be used. A list of the brand names of trapping devices, pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide service. The use of green and sustainable methods and applications is preferred whenever possible. A list of chemicals used and the purchase price for these chemicals.
- Proposed Methods for Monitoring and Detection including describing those methods and procedures to be used for identifying sites of pest harborage and access and for making objective assessments of pest population levels throughout the term of the contract.
- An inspection schedule for each building or site. Frequency of contract visits shall depend on the specific pest control needs of each premise. Large office facilities or specified office areas within such facilities with a history of pest infestations, will be visited more frequently.
- A description of any structural or operational changes that would facilitate the pest control effort.
- A copy of the Commercial Pesticide Applicator Certificate or License for every Contractor representative who will be performing on-site service.

### **C.12.8 PESTICIDE APPLICATION**

The Contractor shall not apply any chemical or non-chemical pesticide products that have not been included in the Pest Control Plan or approved in writing by the CO or their designee. The Contractor shall provide to the CO or their designee with a list of chemicals and purchased price as specified in Section C.11 'Environmental Reporting.' If the CO or their designee has concerns or questions regarding chemicals being used, the CO or their designee should contact the Integrated Pest Management Coordinator in GSA's National Capital Region. The Contractor shall employ the least hazardous materials, most precise application technique, and minimum quantity of pesticide necessary to achieve control. Pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency, state and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and

local laws and regulations. All chemicals shall be in the original manufacturer's containers and properly labeled.

Chemical pesticides shall not be applied in any Child Care center without prior coordination and consent of the Child Care Director. Posting and notifying the Child Care Director must be initiated at least 24-48 hours in advance of using any chemical pesticides. Only qualified, trained, and certified personnel or licensed Contractors shall apply any chemicals.

Uncertified individuals working under the supervision of a certified pest applicator or licensed Contractor shall not be permitted to provide service under the terms of this contract. Chemicals shall be applied with extreme care to avoid hazard to any person or animal in the immediate or adjacent areas, or property damage.

Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. In no case shall extremely toxic materials be permitted. The Contractor shall not store any pesticide products on Government property. Any emergency applications of chemical pesticides must be approved by the CO or their designee prior to application.

#### **C.12.9 STRUCTURAL AND PROCEDURAL RECOMMENDATIONS**

Structural modifications for pest control will be the responsibility of the Government. However, throughout the life of this contract, the Contractor shall be responsible for notifying the CO or their designee in writing about concerns with any structural, sanitary, or procedural modifications deemed necessary to eliminate food and water sources, harborage, or access routes that would allow building infestation by pests in and around the building.

#### **C.12.10 RECORD KEEPING**

The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records will help with monitoring pest locations and actions taken to prevent or mitigate further infestations. The log shall include pesticide information on whether chemical and non-chemical methods were used to control pests. Where chemicals are applied the log shall specify the type, quantity, price, and circumstances for using pesticide(s). These records shall be kept on Government property and maintained by the Contractor.

Each log book or file shall contain at least the following items:

A copy of the Pesticide Control Plan: The plan shall provide labels and MSDS for all chemical pesticides used and purchase price, brand names of all pest control devices and equipment used, and the Contractor's service schedule for the inspection and/or treatment of the building. Reporting requirements for the plan are defined in Section C.11 'Environmental Reporting.'

Completed copies of GSA Form 3638, Pest Control Work and Inspection Report, or an equivalent form such as another Contractor service report forms that is approved by the CO or their designee. The report form shall be used to advise the Contractor of routine service

requests and to document the performance of all work. The Contractor shall also document on the GSA Form 3638 or equivalent all information on pesticide application that is required by statute in the jurisdiction where service is actually performed. Upon completion of a service visit to a building, the Contractor's representative performing the service shall complete, sign, and date the GSA Form 3638 or equivalent form.

#### **C.12.11 MANNER AND TIME TO CONDUCT SERVICE**

Routine pest control services that do not adversely affect tenant health or productivity shall be performed during the tenants' normal working hours. The Contractor shall notify the CO or their designee, and the CO or their designee shall provide notice to occupants at least 72 hours before application of any pesticides during normal conditions and within 24 hours in emergency situations. An emergency is an exceptional circumstance that poses a clear (or at least perceived) health and safety risk or where operations are severely disrupted. Examples of the first involve some outdoor animal (e.g., bird, snake, bat, or squirrel) that has gotten into indoor space and cannot get out, or a nest of bees or wasps are discovered on the grounds. An example of the second would be a swarm of winged termites or ants emerging into occupied space, which might be completely harmless, but nevertheless are alarming to the occupants. When it is necessary to perform any work outside of the tenant's normal working hours, the Contractor shall notify the CO or their designee at least one day in advance.

#### **C.12.12 INSECT CONTROL**

The Contractor shall provide the CO or their designee with signs, placards, literature, or other information so that the CO or their designee can inform building occupants of the nature of the pest application. The information will include at a minimum a brief explanation regarding the reason for the pest application, the safety of the products being used and contact information should the building occupants have questions.

Non-pesticide Products and Use: The Contractor shall use non-pesticide methods of control wherever possible. For example:

- Portable vacuums with HEPA or MICRO filtration
- Trapping devices

Chemical Pesticide Products and Use: When it is determined that chemical pesticides must be used in order to obtain adequate control, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control. The Contractor shall minimize the use of liquid pesticide applications wherever possible, for example:

- Bait stations and other types of bait formulations rather than sprays.

As a general rule, liquid, aerosol, or dust formulations shall be applied only as crack and crevice treatment.

Application of pesticide liquids, aerosols, or dust to exposed surfaces and pesticide space sprays (including fogs, mists, and ultra-low volume applications) shall be restricted to unique situations where no alternative measures are practical.

The Contractor shall obtain the approval of the CO or their designee prior to any application of pesticide liquids, aerosols, or dust to exposed surfaces, or any space spray treatments. Other than crack and crevice treatments, no liquid, aerosol, or dust applications shall be made while tenant personnel are present.

#### **C.12.13 RODENT CONTROL**

**Indoor Trapping:** Generally, rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Traps shall be checked on a schedule approved by the CO or their designee. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

**Use of Rodenticides:** In extreme cases, when rodenticides are deemed essential for adequate rodent control inside buildings, the Contractor shall obtain approval from the CO or their designee prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.

**Use of Bait Boxes:** All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following points:

All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.

The lids of all bait boxes shall be securely locked or fastened shut.

All bait boxes shall be securely attached or anchored to floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.

Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.

All bait boxes shall be labeled on the inside with the Contractor's business name and address and dated by the Contractor's technician at the time of installation and each servicing.

#### **C.12.14 SAFETY AND HEALTH**

All work shall comply with the applicable requirements of 29 CFR §1910 and State and municipal safety and health requirements

[http://www.access.gpo.gov/nara/cfr/waisidx\\_06/29cfr1910a\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html), Where there is a conflict between applicable regulations, the most stringent shall apply.

## **C.13 CHILD CARE CENTER**

RESERVED

### **C.13.1 PRODUCTS**

RESERVED

### **C.13.2 STANDARDS**

RESERVED

### **C.13.3 GUIDANCE**

RESERVED

### **C.13.4 SAFETY**

RESERVED

### **C.13.5 CLEANING REQUIREMENTS**

RESERVED

### **C.13.6 QUALITY STANDARDS FOR CHILD CARE**

RESERVED

## **C.14 QUALITY CONTROL PLAN (QCP)**

The Contractor shall establish and implement a complete Quality Control Plan (QCP) to ensure the requirements of the contract are met. The QCP is a written document that specifies a system for determining whether or not cleaning service requirements are being met and identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. The QCP also identifies opportunities where the Contractor can make improvements in how services are provided.

The QCP is a living document and may be subject to change depending on the needs of the contract. When the contract is revised, the Contractor is required to provide an updated QCP, maintenance schedule and listing of current employees to the CO or their designee for acceptance. See Section C.18 “Contractor Submittals/Deliverables Chart” to find the time frame to submit the QCP.

The QCP shall include the following, at a minimum:

- How the Contractor will control quality and quantity of supplies and services.
- Define the roles and responsibilities of the Contractor’s operating personnel.

- How project management, inspections, plan implementation, process improvement changes, correction of deficiencies, and Section C.3 ‘Green Cleaning’ of this contract will be accomplished.

An inspection plan or checklist tailored to the specific building(s) being cleaned and serviced under this contract. The inspection plan or checklist shall detail how services at the work site shall be inspected to ensure that the outcome of the work meets all the quality standards set forth in the contract and shall include, but is not limited to:

- Date of inspection performed
- Location of inspection
- Description of findings
- Description of action(s) taken (if necessary)
- Signature and date of completion
- A written training program to ensure that the Contractor’s employees are capable of successfully accomplishing all work task(s) under this contract.
- A Strike Contingency Plan for separation of employees and employee absences.
- How Contractor shall monitor deficiencies of work output in relation to the performance standards, methods of informing employees of deficiencies in their area(s) of responsibility, and a process to ensure that the deficiencies are corrected and do not reoccur.
- How Contractor shall measure and document performance against the scope of work.
- Service calls and how they shall be monitored and responded to in a timely manner as required in Section C.7 ‘Service Calls’ in the specification.
- A Communication Plan for the Contractor to communicate with GSA to receive and respond to service calls and customer complaints, as required in Section C.8 ‘Communication Plan’ in the specification.
- Contractor incentives.
- How the Contractor will utilize the Government’s approved tenant survey results to improve the delivery of custodial and related services.

### **C.15 CLEANING SCHEDULES**

The cleaning schedule is considered the Contractor’s efficient approach to the work, and shall not limit the Contractor to specific levels of staffing, means or methods. Changes necessary for achieving both the contract performance-based and frequency-based elements shall be the responsibility of the Contractor. Cleaning schedules and any revisions are to be submitted to the CO or their designee.

The Contractor’s cleaning schedule shall, as a minimum, include the following frequency:

- Daily cleaning
- Periodic cleaning
- Weekly cleaning
- Monthly cleaning
- Other frequencies



## **C.16 COMMUNICATION REQUIREMENTS**

- **Tenant Meetings:** The Contractor shall attend monthly tenant meetings. The meetings will be on the agenda to communicate program specific information, improvements, or work that will impact the tenants.
- **Quality Control Meetings:** The Contractor shall attend monthly meetings, which will be held between the Contractor and the CO or their designee. The purpose of these meetings will be to discuss the Contractor's performance, areas of deficiencies, areas of satisfaction, and tenant needs or concerns. The frequency of these meetings may be increased or decreased depending upon performance as determined by the CO or their designee.
- **Partnering Meeting:** The Contractor shall attend at least one partnering session with GSA after the Post-Award conference. Other sessions may take place during the course of the contract at the option of either GSA or the Contractor. The concept of "partnering" is working together towards a common interest or goal. Both parties will re-visit the idea of having a partnering session on the anniversary date of the contract. Each partnering session will be held at a mutually agreed upon time and location.
- **Joint Service Inspections:** The Contractor shall accommodate all requests by the Government to participate in the Contractor's inspection of work performed by Contractor personnel. Scheduling for these joint inspections shall be coordinated through the CO or their designee. This inspection shall be used with other measures of performance in discussions on Contractor performance during the Quality Control Meetings.
- **Regional Communication Matrix:**



**The QCP shall be submitted by the Contractor to the CO or their designee for review and acceptance. The Contractor is not authorized to start work until the QCP is accepted and the proper security clearances obtained. Refer to Section H of the solicitation, in regard to proper security clearance requirements.**

## **C.17 FEDERAL REQUIREMENTS**

The Contractor shall comply with all applicable Federal, state and local laws, regulations and codes, including any supplements or revisions as specified in the table below. The Contractor shall obtain all applicable licenses, training, and permits. If a change in law or regulation requires the Contractor to implement an action that will result in an increase or decrease in Contract price,

the Contractor shall immediately notify the Contracting Officer in writing. This notification shall include any associated proposed cost increases or decreases to occur on the contract. The Contracting Officer will then review the proposal and determine if a modification to the contract shall be made to implement the suggested changes. The Contractor shall take no action until a modification is received from the Contracting Officer. Any and all changes made without the express permission of the contracting officer, either through modification to the contract or in writing, are made at risk.

PUBLICATION	TITLE	PORTION
EPACT 05	Title I Energy Efficiency  Title IX Research and Development  <a href="http://www1.eere.energy.gov/femp/regulations/epact2005.html">http://www1.eere.energy.gov/femp/regulations/epact2005.html</a>	All Applicable Sections of these Titles
EISA 07	Title III Energy Savings Through Improved Standards for Appliances and Lighting.  Title IV Energy Saving and Buildings Industry.  Title V Energy Savings in Government and Public Institutions.  <a href="#">Federal Energy Management Program: Energy Independence &amp; Security Act</a>	All Applicable Sections of these Titles
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management and all implementing guidance documents.  <a href="http://edocket.access.gpo.gov/2007/pdf/07-374.pdf">http://edocket.access.gpo.gov/2007/pdf/07-374.pdf</a>	ALL
Executive Order 13514	Federal Leadership in Environmental, Energy, and Economic Performance  <a href="http://edocket.access.gpo.gov/2009/pdf/E9-24518.pdf">http://edocket.access.gpo.gov/2009/pdf/E9-24518.pdf</a>	ALL



PUBLICATION	TITLE	PORTION
FAR	Federal Acquisition Regulation	All Applicable Sections and Clauses
FAR Clause 52.223-2	<a href="https://www.acquisition.gov/far/current/html/52_223_226.html">https://www.acquisition.gov/far/current/html/52_223_226.html</a>	Clauses 1 and 2
29 CFR §1910	OSHA General Industry Standards ( <a href="http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html">http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html</a> ),	ALL
40 CFR	Protection of the Environment <a href="http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=cb067c6143d1efa48ac4d1222120a7b6&amp;c=ecfr&amp;tpl=/ecfrbrowse/Title40/40tab_02.tpl">http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=cb067c6143d1efa48ac4d1222120a7b6&amp;c=ecfr&amp;tpl=/ecfrbrowse/Title40/40tab_02.tpl</a>	All Applicable Sections of Chapter 1
41 CFR § 102-74, Subpart C. - FMR	Facility Management <a href="http://www.access.gpo.gov/nara/cfr/waisidx_06/41cfr102-74_06.html">http://www.access.gpo.gov/nara/cfr/waisidx_06/41cfr102-74_06.html</a>	ALL
ANSI-IWCA.I-14.1	<a href="http://webstore.ansi.org/FindStandards.aspx?SearchString=ansi&amp;SearchOption=1&amp;PageNum=0&amp;source=google&amp;adgroup=ansi&amp;keyword=ANSI%2F&amp;gclid=CJnM65rrqQCFUNM5QodRnhXyw">http://webstore.ansi.org/FindStandards.aspx?SearchString=ansi&amp;SearchOption=1&amp;PageNum=0&amp;source=google&amp;adgroup=ansi&amp;keyword=ANSI%2F&amp;gclid=CJnM65rrqQCFUNM5QodRnhXyw</a>	ALL
ANSI/ASEE A-1264.2-2006	<a href="http://www.ANSI.org">www.ANSI.org</a>	ALL
ANSI Z245.1	Mobile Refuse Collection and Compactor Equipment Safety Requirements <a href="http://webstore.ansi.org/ansidocstore/product.asp?sku=ANSI+Z245.1-2007">http://webstore.ansi.org/ansidocstore/product.asp?sku=ANSI+Z245.1-2007</a>	ALL
ASTME 1971-05	<a href="http://www.astm.org/Standards/E1971.htm">http://www.astm.org/Standards/E1971.htm</a>	ALL
GSA Green Purchase Plan	<a href="http://insite.gsa.gov/portal/content/520186">http://insite.gsa.gov/portal/content/520186</a>	ALL

PUBLICATION	TITLE	PORTION
Guiding Principles for Sustainable Existing Buildings	<a href="http://www.wbdg.org/references/fhpsb_existing.php">http://www.wbdg.org/references/fhpsb_existing.php</a>	Section 3-5
Bio-based Products Certification and Purchase Clauses	<a href="http://www.dm.usda.gov/procurement/programs/biobased/biobaseditems.htm">http://www.dm.usda.gov/procurement/programs/biobased/biobaseditems.htm</a>	ALL
Comprehensive Procurement Guidelines (CPG)	<a href="http://www.epa.gov/cpg/about.htm">http://www.epa.gov/cpg/about.htm</a>	ALL
Green Seal Certification	<a href="http://www.greenseal.org/">http://www.greenseal.org/</a>	ALL
Design for the Environment labeling	<a href="http://www.epa.gov/dfe/">http://www.epa.gov/dfe/</a>	ALL
Green Products Compilation Database	<a href="http://sftool.gov/GreenProcurement/">http://sftool.gov/GreenProcurement/</a>	ALL
Property Managers Child Care Desk Guide	<a href="http://pbsportal.pbs.gsa.gov:7777/portal/page?_pageid=739.357643&amp;_dad=portal&amp;_schema=PORTAL">http://pbsportal.pbs.gsa.gov:7777/portal/page?_pageid=739.357643&amp;_dad=portal&amp;_schema=PORTAL</a>	ALL
LEED- EB credits	<a href="https://www.usgbc.org/ShowFile.aspx?DocumentID=3617">https://www.usgbc.org/ShowFile.aspx?DocumentID=3617</a>	ALL
PBS P 5800.36A	GSA Property Management Business Practice Handbook  <a href="http://insite.gsa.gov/portal/content/522198">http://insite.gsa.gov/portal/content/522198</a>	ALL

The Contractor shall give preference to environmentally sustainable supplies and products. For the purpose of this specification, environmentally sustainable shall include, but not be limited to:

- EPA's Environmentally Preferable Purchasing List
- Comprehensive Procurement Guideline (CPG) items and their associated Recovered Materials Advisory Notices (RMANs). Items such as seat covers and towels shall contain 40 - 100% recovered fiber with 40 - 60% from post-consumer fiber and toilet tissue shall contain 20 - 100% recovered fiber, with 20 - 60% from post-consumer fiber). Trash bags, mulch and hoses are specified on the CPG list.
- Concentrated and ready-to-use cleaning chemicals (spray bottles must be labeled with the contents) that use ecologically sound packaging and are phosphate-free, non-corrosive, non-combustible, non-poisonous, non-reactive, and non-aerosol; contain no carcinogens,



mutagens or teratogens; contain no ozone-depleting substances; and are bio-based and fully biodegradable. Such products shall have lower toxicity, and reduced potential for skin, eye, and, respiratory irritation than comparable products used for the same purpose and shall contain no unnecessary dyes or fragrances.

- Green Seal Certified and/or EPA's 'Design for the Environment' label
- United States Department of Agriculture (USDA) bio-based designation
- Floor finishes and floor maintenance products that are free of metals, such as zinc, arsenic, lead, cadmium, cobalt, chromium, mercury, nickel, or selenium.

The Contractor shall furnish to the CO or their designee all Material Safety Data Sheets (MSDS); see Section C.18 'Contractor Submittals/Deliverables Chart,' for any materials used in the performance of this contract. All new products used during the life of the contract must have MSDS provided to the CO or their designee prior to bringing and/or using these products on site. The Contractor shall use only commercially available products that meet Federal, State, and local codes. These requirements shall include those identified in Executive Order 13423.

The Contractor shall maintain the MSDS in a location accessible to all employees (in accordance with 29 CFR §1910.1200) and shall advise the CO or their designee of its location. The MSDS shall be available for inspection by the CO or their designee on request. The Contractor shall take every precaution to ensure that environmentally sustainable products are used. Information can be obtained from Federal, State, and local agencies concerning safe chemical cleaning materials. An inventory list of products to be used under this contract shall be provided to the CO or their designee. This list shall be updated, with a copy provided to the CO or their designee, throughout the term of the contract. The CO or their designee shall contact the Contractor immediately if any item is deemed inappropriate for use under this contract.

#### **C.18 CONTRACTOR SUBMITTALS/DELIVERABLES CHART**

##### **PRIOR TO THE START OF WORK:**

ITEM	SUBMIT DATE	RECEIVED	
		YES	NO
Section C			
Green Cleaning Plan	5 days		
Cleaning Schedules	5 days		
-Floor Maintenance			
-Window Cleaning			
-Blind Dusting			
-Work Plan			
Child Care Health Certification	5 days		

Initial Deficiency List (IDL) for Irrigation System	5 days		
Quality Control Plan	15 days		
Material Safety Data Sheets (MSDS) with Inventory List of Products	5 days		
Hazardous Materials Inventory	5 days		
Inventory List of Products (non-hazardous)	5 days		
Communication Plan	15 days		
<b>Section H</b>			
List of on-site Supervisors/ Representative with Phone No.'s	5 days		
Strike Contingency Plan	5 days		
Security Clearances/Forms	15 days		

**After the Start of Work:**

ITEM	SUBMIT DATE	RECEIVED	
		YES	NO
<b>Section C</b>			
List of Environmentally Sustainable Products and Equipment	5 days		
Window Washing Safety Plan	10 days		
Snow and Ice Removal Plan with List of Chemical Products	10 days		
Tree Survey/Remediation Plan-Price List	30 days then Annually		
Above Standard Services-Price List	30 days		
Soil Sample	10 days		
Erosion and Sediment Control Plan (if required)	30 days		
Solid Waste/Trash Audit Report	60 days after Notice of Award Letter		
Solid Waste/Trash Monthly Report	Monthly and As Required		
Recycling Monthly Report	Monthly and As Required		

Green Purchase Reports -Bio-based as Required by USDA (see Exhibit 5)  -Non Bio-based (see Exhibit 5)	Annually by 31 October  Annually by 31 October		
Recycle Content Certification	Contract completion		
Integrated Pest Management Plan	15 days after Assessment		
Initial Pest Assessment	15 days		
Pesticide Control Plan	15 days after Assessment or as required by the CO		
Periodic IPM Inspection	Quarterly		
<b>Section H</b>			
Written Notice of Designation of Contractor's Representative	5 days		
Contractor Pandemic Plan	30 days		
Recycled Content Product Certification	Prior to Nov. 1 of each year		
Green Cleaning Training	5 days after completion of training		
Request for Sensitive But Unclassified (SBU) information (Section H.10.8)	As required by the CO		
Asbestos Training Certification	5 days after completion of training or as required by CO		
Exposure Control Program	30 days		
Asbestos Awareness Certification	5 days after completion training		

## **SECTION D: PACKAGING AND MARKING**

### **D.1 PAYMENT OF POSTAGE AND FEES**

All postage and fees related to submitting information, including forms, reports, etc., to the Contracting Officer or the Contracting Officer's Representative shall be paid by the contractor.

### **D.2 MARKING**

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the Contract Number of the contract for which the information is being submitted.



## **SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION & ACCEPTANCE:**

Inspection and acceptance shall be conducted in accordance with FAR Clause 52.212-4(a).

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 PLACE OF PERFORMANCE**

The services to be provided under this contract shall be accomplished at the following location(s):

#### **F.1.1 LOCATION(s)**

John W. McCormack Federal Office Building  
5 Post Office Square  
Boston, MA 02109  
Building number: MA0013ZZ

### **F.2 TERM OF CONTRACT**

After award, the successful contractor will be given a written notice to proceed and shall provide contractual services for a six month period, subject to the availability of appropriations, IAW FAR Clause 52.232-18 -- Availability of Funds, commencing on the date specified in the notice to proceed. Work under this contract is expected to commence on or about December 3<sup>rd</sup>, 2017.

### **F.3 EXTENSION OF SERVICES**

The Government shall have the option of extending the services under this contract for an additional six (6) months IAW FAR Clause 52.217-8 -- Option to Extend Services when the continued performance of any services within the limits and at the rates specified in the contract are required.

## **SECTION G: CONTRACT ADMINISTRATION DATA**

### **G.1 SUSPENSION OF WORK**

In the event services are not provided or required by the Government because the building(s) is closed due to inclement weather, unanticipated holidays declared by the President, failure of the Congress to appropriate funds, etc., deductions will be computed as follows:

- A. The deduction rate in dollars per day will be equal to the per month contract price for the building(s), divided by the number of days per month the building(s) is in normal operation.
- B. The deduction rate in dollars per day multiplied by the number of days services were not provided or required.

In the event services are provided for portions of days, appropriate adjustments will be made by the contracting officer to assure the contractor is compensated for services provided.

### **G.2 OCCUPANT COMPLAINT PROGRAM**

The Government will institute a customer complaint program as a means of assisting in documenting certain kinds of service problems. The occupant complaint program will be considered in evaluating the contractor's performance and in taking deductions.

### **G.3 INVOICE REQUIREMENTS FOR ADDITIONAL SERVICES**

Each invoice for additional services shall be submitted to the GSA Property Manager, and shall reference the contract number, name of building where such services were provided, the dates and the number of hours. Also indicate the name of the GSA representative who authorized the additional hours of work, and the date the order was placed. Supporting documentation is required in order for the government to pay the invoice.

To assist the Government in making timely payments, the Contractor is requested to furnish the following additional information either on the invoice or on an attachment to the invoice:

- 1. Contract Number
- 2. Government Accounting Document Number (ADN)
- 3. Organization Code

The Government expects that most invoices for additional services will be paid through the GSA Credit Card. The contractor shall establish a P.O.S. terminal capable of accepting such card(s) to expedite payments for additional services.



## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 CONTRACTOR RESPONSIBILITIES**

#### **H.1.1 SUPERVISORS**

A supervisor or designee shall be available and onsite at all times when the contract work is in progress, to receive notices, reports, or requests from the CO or COR. The Contractor shall furnish the COR with a list of telephone numbers where an authorized representative may be contacted seven (7) days per week at any hour of the day or night to provide required services.

#### **H.1.2 COMMUNICATION**

Contractor shall provide key operational personnel (managers or supervisors) with portable electronic means to communicate with GSA (and PBS National Contact Center) for service calls, emergencies, status of projects, etc. Electronic receiving and transmitting methods may include the following:

##### **H.1.2.1 TEXT MESSAGING DEVICES**

A text-messaging device used to send and receive messages. Contractor is responsible for all costs associated with electronic messaging device. Some examples are two-way pager (Nextel), cell phone with text messaging, BlackBerry, etc.

##### **H.1.2.2 FAX DEVICES**

Fax receiving and sending is acceptable only as secondary communication method for locations that have problems with no or poor quality wireless device signal strength. Delayed receipt due to combined usage of voice and fax on the same line is not acceptable.

#### **H.1.3 UNIFORMS**

All employees shall wear distinctive uniform clothing for ready identification. Uniforms shall be neat, clean, and in good repair, and have a badge or monogram with the Contractor's name on it.

#### **H.1.4 PERSONAL PROTECTIVE EQUIPMENT (PPE)**

The Contractor shall provide all employees shall wear proper PPE when required by Federal, State, and local regulations.

### **H.1.5 BLOOD BORNE PATHOGENS PROGRAM**

The Contractor shall provide all equipment and services required to perform clean-up of blood borne pathogens and fully comply with the requirements of the Blood Borne Pathogen Standard, listed in 29 CFR 1910.1030.

### **H.1.6 EXPOSURE CONTROL PROGRAM**

The Contractor shall develop and maintain an Exposure Control Program fully compliant with OSHA (29 CFR 1910.1030) for each building under the contract. A copy of this document shall be made available to the COR upon request.

### **H.1.7 QUALIFICATIONS OF PERSONNEL**

#### **H.1.7.1 QUALIFICATIONS OF SUPERVISORY EMPLOYEES**

Supervisory contract employees shall have a minimum of 3 years of experience in managing custodial services in building(s) of similar size and complexity. At the discretion of the CO or COR formal training may be substituted for experience. The on-site supervisor is required to be fully conversant in English.

#### **H.1.7.2. QUALIFICATIONS OF OTHER CONTRACTOR PERSONNEL**

The personnel employed by the Contractor shall be capable employees, trained and qualified in the related type service requirements.

The building(s) shall be fully staffed beginning the first day of work under the contract, unless authorized by the CO or COR. The Contractor's employees shall be familiar with the building(s) fire alarm system. In the event of a fire the Contractor shall leave the building and not enter until authorized by Fire officials. The Contractor staff should also be familiar with the building's Occupancy Emergency Plan, which includes shelter in place program. Further information on the program shall be provided by the COR.

### **H.1.8 MISCELLANEOUS REQUIREMENTS**

H.1.8.1 Lights and faucets shall only be used in areas where and when the work is actually being performed.

H.1.8.2 The workers will not adjust mechanical equipment controls for heating, ventilation and air conditioning systems.

H.1.8.3 Participate in building fire and civil defense drills.

H.1.8.4 Report fires, hazardous conditions, and items in need of repair; e.g. inoperative lights, broken windows or doors, torn carpets, leaking sinks, urinals or commodes, dead trees or shrubs, etc., to the COR.

H.1.8.5 If applicable, lock rooms after cleaning and return keys to designated office.

H.1.8.6 Turn in lost and found articles to the COR.

H.1.8.7 Notify the security on duty when unauthorized or suspicious person(s) are seen on premises.

H.1.8.8 Notify COR of any observed hazardous material, or Universal Waste materials in trash or recycling receptacles.

## **H.2 STRIKE CONTINGENCY PLAN (SCP)**

The Contractor shall prepare a Strike Contingency Plan to be used in the event of a strike by his employees. The Strike Contingency Plan (SCP) shall be submitted to the COR **5 calendar days prior to contract start date and updated annually**. At a minimum, the SCP shall include the following information:

A. Support Personnel: The SCP shall describe in detail how the Contractor shall staff the building to provide the services defined in this specification in the event of strikes by his employees. This includes HSPD-12.

B. Training and Certifications: The SCP shall describe in detail how the Contractor shall provide personnel that meet experience requirements, assuring the Government that all temporary or replacement employees (including sub-contractor employees) shall meet the experience and certification requirements defined in this contract.

## **H.3 OCCUPANCY EMERGENCY PLAN (OEP)**

The Government's Occupant Emergency Plan (OEP) is used by the COR during building emergencies. Designated Contractor personnel, including the on-site supervisor(s), shall be thoroughly familiar with the Government's OEP. All Contractor employees shall be trained by the Contractor to fully understand their responsibilities relative to each emergency plan. The Contractor shall participate in fire and other emergency drills. The Contractor shall be required to perform the services required by the Contract and as identified by the COR to the extent allowed during all emergency situations including but not limited to fires, accident and rescue operations, Contractor personnel strikes, other service contractors on strike, civil disturbances, natural and man-made disasters, and utility service outages.

## **H.4 CONTRACTOR PANDEMIC PLAN**

The Government is required by the National Strategy for Pandemic Influenza Preparedness and has prepared a plan that safeguards its employees and provides for continued operations in the event of an influenza pandemic. The Contractor shall also prepare a plan that outlines the steps that they must take to prevent and reduce the spread and mitigate the potential effect of an influenza pandemic on custodial operations. Given the unpredictable length and severity of a pandemic, the Contractor's plan shall link their planned actions to the periods and phases established the World Health Organization for a pandemic cycle. For information on the phases of a pandemic cycle see [http://www.who.int/csr/disease/avian\\_influenza/phase/en/](http://www.who.int/csr/disease/avian_influenza/phase/en/). The plan shall be submitted to the COR within thirty (30) calendar days of the start of the contract. See components of Pandemic Planning at <http://www.ed.gov/admins/lead/safety/emergencyplan/pandemic/planning-guide/basic.pdf>

## **H.5 ENERGY**

Conservation is a planned and organized approach designed to conserve energy in our buildings and reduce our dependency on non-renewable sources of energy. Contractor shall ensure that work under this contract is performed in a manner that conserves energy and other Government resources. Contractor shall take the necessary steps through training, communication, and implementing appropriate procedures in their use of energy consuming equipment. This will ensure that their employees are assisting the GSA in conserving energy.

The Contractor shall ensure that their employees support the Government's efforts to comply with Section 102 of the Energy Policy Act of 2005 (EPAAct) and Energy Independence and Security Act of 2007 which requires the Government to reduce Agency energy use.

The Contractor shall close window blinds when practical, especially in the summer time, over long weekends, and extended closures of the building.

The Contractor shall use their equipment in an efficient manner by turning it off during times it is not in use. When replacing existing equipment, Contractor shall strive to acquire replacement equipment in the top 25% of efficiency as per the Energy Star guidelines. The Contractor shall never turn off or unplug Government equipment in the space they are cleaning without prior written approval by the COR.

## **H.6 GREEN PURCHASE PROGRAM (GPP)**

As a Federal procuring agency, the GSA is required by the Resource Conservation and Recovery Act (RCRA), Section 6002, Executive Order (EO) 13423 Strengthening Federal Environmental, Energy, and Transportation Management to procure and use products containing post-consumer content (recycled material); environmentally preferable; and bio-based products. RCRA Section 6002 and Letter 92-4 require Federal agencies to develop and implement an Affirmative Procurement Program to facilitate the procurement of these products.

### A. Green Purchases

In addition to those regulatory requirement specified in Section C of the specification, the following considerations and sources shall be used by the Contractor.

This includes:

1. Compliance with appropriate clauses and subparts of the FAR.
2. Cleaning chemicals, tools, equipment, supplies, or materials, which shall be selected with consideration to minimizing the impact on both human health and safety as well as the reducing other potential environmental impacts.
3. Cleaning processes, work practices, and procedures shall minimize exposures to workers, building occupants and contribute to the promotion of environmental stewardship.
4. GSA offers a variety of environmental products to its Federal customers to assist in their efforts to comply with procurement responsibilities outlined in Federal environmental laws

and regulations. Information is available at the GSA Federal Acquisition Service (FAS) Environmental Homepage at <http://gsa.gov/enviro>

5. Additional information on environmentally preferable products may be found through sources such as the U.S. EPA's Environmentally Preferable Purchasing Program's website: <http://yosemite1.epa.gov/oppt/eppstand2.nsf>.

#### **B. Recycle Content Certification**

In accordance with the FAR 52.223-9, Certification and Estimate of Percentage of Recovered Material Content for EPA-Designated Items purchased for the performance of work with this contract, the Contractor must provide to the COR the required certification and estimate at contract completion.

#### **C. Recycle Content Product Purchase Annual Reporting**

The Contractor shall provide an interim annual reports, estimating the percentage of total recovered material used in contract performance, including, if applicable, the percentage of post-consumer material content, shall be provided to the COR in compliance with the Contractor schedule.

#### **D. Green Cleaning Training**

The Contractor shall provide training to their employees that stress proper *stewardship* in cleaning practices. The Contractor shall submit written certification to the COR within five (5) days of the completion of training. Information on stewardship, training, and other issues can be found in ASTM E1971-05: Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings (<https://www.astm.org/>). The focus of this training is to address appropriate cleaning activities and processes, to maximize eco-efficiency and to minimize adverse impacts on the building occupants, cleaning personnel, the building structure itself, and the environment. Adherence to the principles set forth in this guide can lead to greater tenant and occupant satisfaction, reduced operational costs, and greater productivity (of occupants and cleaning personnel).

#### **H.7 ASBESTOS AWARENESS TRAINING**

The Contractor shall ensure that all employees, including replacement workers, receive asbestos training and refresher training in accordance with CFR 40-763 [http://www.access.gpo.gov/nara/cfr/waisidx\\_06/40cfr763\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr763_06.html) and 29 CFR 1910. The Contractor shall follow all instructions for each asbestos class job as outlined in 29 CFR 1910. The training shall be provided by the Contractor for their employees, at no additional expense to the Government, at least sixty (60) calendar days after the start date of the contract. The Contractor shall submit written certification to the COR within five (5) days of the completion of training.



## **H.8 LEED**

This building will seek Leadership in Energy and Environmental Design (LEED) certification, and will require more stringent guidelines and record keeping. Criteria for specific LEED existing buildings (EB) credits will be provided by the LEED EB Project Manager or designee. More information on LEED EB can be found at [www.usgbc.org](http://www.usgbc.org).

## **H.9 PROVIDED BY THE GOVERNMENT (NOT IDENTIFIED ELSEWHERE IN THE SPECIFICATION)**

- A. Electrical power at existing outlets for the Contractor to operate equipment which is necessary in the conduct of its work.
- B. Hot and cold water as necessary, limited to the normal supply provided in the building. No special heating or cooling of the water will be provided.
- C. Space in the building including locker rooms, if available. Any existing equipment within GSA custodial space such as lockers, tables, benches, chairs, etc., placed within the building by the Government may be used by the Contractor during the term of the contract provided authorization is received from the COR. This space and equipment must be kept neat and clean and returned to the Government at the expiration of the contract in reasonably the same condition as at the time of entering into the contract.
  - 1. Space in the building for the storage of an inventory of supplies and equipment that will be used in the performance of work under the contract. The Contractor shall maintain this space in a clean neat and orderly condition. Under no circumstances will the Contractor store flammable or explosive liquids (naphtha, gasoline, etc.) in the building. The Government will not be responsible in any way for damage or loss to the Contractor's stored supplies, materials, replacement parts, or equipment.
  - 2. Custodial closets, where available, at various points throughout the building, for storing equipment, including mops, brooms, dust cloths, and other items. These closets and the stored equipment shall be kept clean and in an orderly manner by the Contractor. Sinks and buckets shall be kept clean and free of standing water; hoses shall not be left connected to faucets when not in use.
  - 3. Space in the building, when available, furniture and furnishings (to include telephone for restricted use) for a supervisor's office to be for official business only in the performance of this contract. If the Government supplies telephones, they shall only be used for communication related to the Contract. The Contractor or the Contractor's employees shall not use government property in any manner for any personal advantage, business gain, or other personal endeavor.
  - 4. Heating and air conditioning of space to be cleaned will be provided during normal building operating hours.

## **H.10 SECURITY REQUIREMENTS AND PERSONAL IDENTITY VERIFICATION PROCEDURES (NON-CLASSIFIED CONTRACT)**

### **FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)**

1. The Contractor shall comply with Agency personal identity verification procedures identified in the Contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
2. The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

**Temporary Contractor.** A non-federal employee performing only project work on Federal premises on a non-recurring, or intermittent basis from 1 to 180 calendar days. These individuals must receive a Special Agreement Check (SAC) resulting in a Favorable Determination.

1. The process is as follows:
  - a. The GSA Office of Mission Assurance (OMA) Boston provides the following information to the CSC POC:
  - b. GSA Contractor Information Worksheet (CIW) with sections 2 through 5 completed.
  - c. OF 306 Declaration for Federal Employment
2. The CSC POC, working with the applicant, ensures completion of the CIW and OF-306 for transmission electronically to [R1HSPD12.Security@GSA.GOV](mailto:R1HSPD12.Security@GSA.GOV).
3. The CSC POC will send the CIW with Section 1 completed entirely to the [R1HSPD12.Security@gsa.gov](mailto:R1HSPD12.Security@gsa.gov) in a password protected file. Multiple files can be included in one email in the format: Last Name, First Name, Middle Initial and last 4 of the Social Security Number (i.e. Smith, John E. 5077). A second email containing the password must follow.
4. Questions 1-13 of the OF 306, and if applicable, Question 16 for continuation purposes. Original signature and date of the applicant are required on page 2, Question 17a. Except where a signature is required, all fields are to be typed. The CSC POC will then submit the form as an attachment in an e-mail following the process in paragraph 3 above.
5. The following requirements apply to U.S. Citizens born in a foreign country, foreign-born citizens and dual citizenship holders and are required in addition to the above documentation;
  - a. If the applicant is a U.S. Citizen and was born in a foreign country, they must submit either a copy of the front page of their U.S. Passport or a copy of their U.S. Citizenship Naturalization Document.
  - b. If the applicant is a foreign born citizen and is now a U.S. Naturalized Citizen, they must

submit a copy of their U.S. Citizenship Naturalization Document.

- c. If the applicant is a foreign born citizen and resides in the U.S., they must submit a copy of their USCIS Alien Registration Document.
6. Upon receipt of a completed Contractor Information Worksheet (CIW), OMA Boston Office will input data into GCIMS and mark the individual as Applicant.
7. CIW data being entered in GCIMS enrolls the individual in USAccess where the individual will be able to schedule an appointment for fingerprinting at one of over 200 enrollment stations nationwide, <http://www.fedidcard.gov/centerlist.aspx>. Fingerprint submissions are to be completed electronically utilizing OPM's Fingerprint Transaction System (FTS). Submission of electronic fingerprints through FTS improves efficiency, timeliness of results, and quality of the print. OPM will only accept Standard Form 87 (SF-87) fingerprint charts from those applicants residing greater than 100 miles (one way) from the nearest enrollment station. The SF 87 has been revised to support billing requirements of the Department of the Treasury and OPM processing enhancements. Modifications to the SF 87 include the addition of four fields:
  - a. Submitting Office Number (SON)
  - b. Security Office Identifier (SOI)
  - c. Intra-Governmental Payment, Collection Code (IPAC)
  - d. Miscellaneous Identification Number (MNU)
8. OPM converts the SF 87 to an image and electronically transmits the image to the Federal Bureau of Investigation (FBI).
9. **GSA OMA Boston Office may accept faxed documents on a case-by-case basis. Due to Privacy Act Regulations you must contact the OMA office and request the fax number. Except where a signature is required, all fields are to be typed. Hand-written forms will not be accepted.**
10. **OMA Boston does NOT make adjudication or suitability determinations, only ensures the appropriate parties are aware of what documentation is required.**
11. The OPM Contractor Investigation Team shall complete the SAC suitability determination as required under the GSA, OPM MOU. Upon completion of the investigation, OPM electronically forwards the results of the suitability determination to the OMA Boston Office. Suitability Determinations may be either:
  - a. Favorable. The applicant is determined to be suitable to perform work in the building for up to 180 calendar days.
  - b. Unfavorable. The applicant is determined to be unsuitable to perform work in the building. This determination is frequently based upon an inconsistency between the forms submitted by the applicant and the law enforcement checks.

12. The GSA OMA Boston Office then emails the CO, COTR, and the CSC POC the results of the suitability determination. **Applicants may not begin work on-site prior to a Favorable Suitability Determination. An Unfavorable Suitability Determination is final.**
13. If work is to be performed after building operating hours, the GSA OMA Boston Office must provide the local DHS/FPS Official the following information in writing:
  - a. Building name and location of work (i.e. room number, floor and agency)
  - b. Name and address of Contractor Company
  - c. Last, First and Middle name of all Temporary Contractor(s)
  - d. Dates and times of activity.

**Long Term Contractor - U.S. or Naturalized Citizen or Non-U.S. Citizen legally residing in U.S.** A non-federal employee performing work on Federal premises on a recurring basis for 181 calendar days or more (**mechanical, janitorial, elevator, IDIQ construction contractor and cafeteria worker**). These individuals must receive a National Agency Check with Written Inquiries (NACI)/Tier 1 Investigation Favorable Suitability Determination. **Applicants may not begin work on-site prior to a Favorable Suitability Determination.**

In order to be eligible for a NACI/Tier 1 Investigation determination, the employee must have been residing in the U.S. for 3 or more consecutive years. If U.S. residency has been less than three years, the employee will be processed as a temporary contractor.

The NACI/Tier 1 Investigation process is as follows:

1. The GSA OMA Boston Office provides the following to the CSC POC:
  - 1.1. Contractor Information Worksheet (CIW) with sections 2 through 5 completed.
  - 1.2. The CSC POC, working with the applicant, ensures completion of the CIW and returns the completed encrypted (password protected) form electronically to [R1HSPD12.Security@GSA.GOV](mailto:R1HSPD12.Security@GSA.GOV).
2.
  - 2.1. The CSC POC will send the CIW with Section 1 completed entirely to the [R1HSPD12.Security@gsa.gov](mailto:R1HSPD12.Security@gsa.gov) in a password protected file. Multiple files can be included in one email in the format: Last Name, First Name, Middle Initial and last 4 of the Social Security Number (i.e. Smith, John E. 5077). A second email containing the password must follow.
  - 2.2. Entry of the CIW data into GCIMS by OMA Boston automatically initiates the background investigation process. GCIMS will automatically feed the CIW information to OPM.
3. OPM shall:

- 3.1. OPM staff will verify the necessity of an investigation.
- 3.2. Initiate and invite the applicant to complete the SF-85, via E-QIP. The applicant and CSC POC will be notified via e-mail sent to their e-mail address contained in Section 1 of their submitted CIW.
4. The applicant must:
  - 4.1. Complete the E-QIP questionnaire. **The applicant has 7 calendar days to login to the E-QIP system and establish an account, followed by another 7 calendar days to complete the E-QIP application. If the applicant does not respond timely, the system will terminate the applicant's invitation.** If an application is terminated, the GSA OMA Boston Office will email the CO, COTR/PM, and CSC POC of the termination and the entire application process must begin again.
  - 4.2. Complete the E-QIP application
  - 4.3. Complete questions 1-13 of the OF 306, and if applicable, Question 16 for continuation purposes. Original signature and date of the applicant are required on page 2, Question 17a. Except where a signature is required, all fields are to be typed.
  - 4.4. Complete GSA form 3665, print, sign and date.
  - 4.5. Scan and attach applicable documentation to the SF85 in eQip.
  - 4.6. Digitally sign 2 signature pages of the E-QIP application (CEL & REL)
  - 4.7. Release the document within E-QIP (Release to Agency)
5. A copy of two documents that establish “proof of identity” as listed in page 2 of the Form I-9 Employment Eligibility Verification must be provided at the time of fingerprinting. Additional information will be provided when scheduling the fingerprinting appointment at an MSO station.
6. The following requirements apply to U.S. Citizens born in a foreign country, foreign born citizens, and dual citizenship holders and are required in addition to the above documentation.
  - 6.1. If the applicant is a U.S. Citizen and was born in a foreign country, they must submit either a copy of the front page of their U.S. Passport or a copy of their U.S. Citizenship Naturalization Document.
  - 6.2. If the applicant is a foreign born citizen and is now a U.S. Naturalized Citizen, they must also submit a copy of their U.S. Citizenship Naturalization Document.
  - 6.3. If the applicant is a foreign born citizen and resides in the U.S., they must also submit a copy of their USCIS Alien Registration Document. If the applicant claims dual citizenship, they must sign, date and submit the DHS ICE Citizenship Declaration Form.

7. In addition to the CIW initiating the eQip process, it also enrolls the individual in US Access where the individual will be able to schedule an appointment for fingerprinting at one of over 200 enrollment stations nationwide, <http://www.fedidcard.gov/centerlist.aspx>. Fingerprint submissions are to be completed electronically utilizing OPM's Fingerprint Transaction System (FTS). Submission of electronic fingerprints through FTS improves efficiency, timeliness of results, and quality of the print. OPM will only accept Standard Form 87 (SF-87) fingerprint charts from those applicants residing greater than 100 miles (one way) from the nearest enrollment station. The SF 87 has been revised to support billing requirements of the Department of the Treasury and OPM processing enhancements. Modifications to the SF 87 include the addition of four fields:
  - 7.1. Submitting Office Number (SON)
  - 7.2. Security Office Identifier (SOL)
  - 7.3. Intra-Governmental Payment, Collection Code (IPAC)
  - 7.4. Miscellaneous Identification Number (MNU)
8. OPM reviews the eQip package, including attached forms to ensure all required information has been provided. If errors or omissions are detected, OPM will reject the eQip submission back to the contractor for correction. Once corrected, the contractor will again submit to OPM via eQip in accordance with paragraph 5.
9. OPM will then complete the preliminary suitability portion, as required under the GSA/ OPM Memorandum of Agreement (MOA). Upon completion of that investigation, OPM electronically forwards the results of the preliminary suitability determination to the GSA OMA Central Office for input into GCIMS and forwards the eQip package to the Federal Investigation Section (FIS) of OPM for final suitability processing. Suitability Determinations may be either:
  10. Pre-Favorable. The applicant is determined to be suitable to perform work in the building up to 180 calendar days. If the applicant has not received a Favorable 5 Year NACI/Tier 1 Investigation by the end of the 180 calendar days, he/she may continue to work under the existing determination until further notice.
  11. Unfavorable. The applicant is determined to be unsuitable to perform work in the building. This determination is frequently based upon an incongruity between the forms submitted by the applicant and the law enforcement checks. The applicant may appeal this decision within 30 calendar days. All appeals on Unfavorable Suitability Determinations are handled by OPM.
  12. Clarification. The applicant must contact the OPM Federal Investigative Service (OPM-FIS) within 15 calendar days to provide additional information in order to complete the background investigation for a suitability determination. Failure to respond within the above time-frame will result in an Unfavorable Suitability Determination.
  13. Favorable NACI/Tier 1 Investigation. Upon completion of OPM investigation and final

Favorable Suitability Determination by OPM, the CO, COTR/PM, and CSC POC will receive notification from GSA OMA Boston Office of the applicant's NACI/Tier 1 Investigation determination.

14. The OMA Boston Office emails the CO, COTR, and the CSC POC the result of the suitability determination.
15. In the event the applicant receives an Unfavorable or Clarification Suitability Determination, the applicant is afforded an opportunity to explain and correct any inconsistencies by providing additional supporting documentation to OPM FIS, which may or may not change the suitability determination.
16. If work is to be performed after building operating hours, the GSA OMA Boston Office must provide the local DHS/FPS Official the following information in writing:
  - 16.1. Building name and location of work (i.e. room number, floor, and agency)
  - 16.2. Name and address of Contractor Company
  - 16.3. Last, First and Middle name of all Contractor(s)
  - 16.4. Dates and times of activity.

#### **H.10.1 GSAR 552.237-71 QUALIFICATIONS OF EMPLOYEES (MAY 1989)**

1. The Contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) are either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.
2. The Contractor shall fill out and cause each of its employees performing work on the Contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. These forms shall be completed electronically unless that would create a hardship for the individual. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.
3. Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151 or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

#### **H.10.2 SUITABILITY DETERMINATIONS**

1. With GSAs concurrence, a Contract employees requiring routine unescorted access to Federally-controlled facilities and/or information systems for more than 6 months will be required to undergo a NACI/Tier 1 Investigation suitability determination before a PIV card is issued. Prior to the time that an identification card is issued, such employees will be required to

comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.

2. Failure of a Contract employee to receive a favorable suitability determination shall be cause for removal of the employee from the work site and from other work in connection with the Contract.

3. Contract employees working less than 6 months (Temporary Contractor) may, at the Government's option, be required to undergo a lesser form of suitability determination. Prior to the time that an identification card is issued, if at all, such Temporary Contractor will be required to comply with normal facility access control procedures, including sign-in, temporary badge, and escorted entry, as applicable.

4. Temporary Contractors who have not received a favorable suitability determination shall be escorted by government employees at all times while in non-public space, as directed by the CO or their designee.

5. The Government, at its sole discretion, may grant temporary suitability determinations to Regular or Temporary Contractor. However, the granting of a temporary suitability determination to any such employee shall not be considered as assurance that a favorable suitability determination will follow.

6. The CO or their designee shall provide the Contractor with required forms for obtaining necessary clearances. The Contractor shall be required to cause such forms to be returned to the Government for processing not later than 14 days following being provided by the Government.

7. The Contractor shall be responsible for planning and scheduling its work in such a manner as to account for facility access issues. Difficulties encountered by the Contractor in gaining access to facilities by its employees and subcontractors shall not be an excuse to any Contractor performance under the Contract.

#### **H.10.3 COMPLIANCE WITH SECURITY REQUIREMENTS**

1. The Contractor shall comply with all GSA and tenant Agency security requirements in the building(s) where work is being performed.

2. When a controlled personnel identification access system is used by a tenant Agency at a site where work is performed, the tenant Agency will be responsible for providing any required access credentials. Credentials shall be displayed at all times or as otherwise required by the tenant Agency. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

#### **H.11 IDENTIFICATION CREDENTIAL**

1. The determination of if an individual receives a HSPD-12 credential is based on whether the COR/COTR communicates the need with their Branch Chief who works with OMA for final approval. At all times while working on the contract, a Contract and subcontractor employees, shall have in his or her possession the specific Government PIV credential issued to him or her.



The PIV credential shall be displayed and be visible at all times while on Government property. The CO or designee, Government law enforcement, or security person shall periodically verify passes of Contractor employees with their personnel identification. Contractor employees shall comply with security verification procedures at all times.

2. As required by the Government, the Contractor shall make his employees available for photo identification badges, on a schedule to be worked out with the CO or designee. The Government will make the identification credentials after a favorable security determination has been received for the Contractor's employees. Each PIV credential shall have an expiration date and Contractor employees shall sign each badge at the time of photographing.

3. The Contractor shall be responsible for ensuring that all PIV credentials are returned to the CO or their designee whenever his employees leave the Contract (when the Contract has been completed, employees leave the company, or employees are dismissed or terminated). The Contractor shall notify the CO or their designee whenever employee badges are lost.

4. The Contractor will be responsible for paying the Government for replacement credentials at the current cost per badge.

## **H.12 ESCORT REQUIREMENTS**

It may be necessary to escort temporary Contract employees who do not have a final suitability determination and work in federally controlled space. In those cases, all uncleared Contract employees shall be escorted in nonpublic space by a **PIV credentialed** Government employee or Contract employee who is approved by the CO or designee. Other Government agencies may have specific Agency security requirements for their own space that may only allow escort by Government employees or those designated by their Agency. Government employees or approved cleared Contract employees who provide escorts for uncleared Contract employees shall always be in close proximity and within eyesight of the uncleared Contract employee. The Contract government escort shall watch uncleared employees and remain with uncleared Contract employees for the entire time they are in the building and or federally controlled space. Uncleared employees cannot be left alone or out of eyesight at any time they are in nonpublic space. A cleared and approved escort may not allow several uncleared Contract employees to be in Federally controlled space, that is not within close proximity and within eyesight at all times. A cleared and approved escort may not allow multiple uncleared employees in non-public space on different parts of one floor or different floors at the same time. Any security violation of escort requirements by a cleared and approved Contract employee will result in the immediate removal from the Contract of all Contract employees involved, i.e., escorts and uncleared escorted Contract employees. Violations of escort requirements by Contract employees in accordance with security requirements may be grounds for termination of the Contract **at no cost to the Government.**

## **H.13 STANDARDS OF CONDUCT**

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to his employees as necessary. The Contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government

telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on his or her employer and the Federal Government. No smoking is allowed in the building.

#### **H.14 REMOVAL FROM CONTRACT WORK**

1. As provided in the clause entitled "Qualifications of Employees," the Contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property. This shall include, but not be limited to, instances where an employee is determined, in the Government's sole discretion, to be incompetent, careless, insubordinate, unsuitable, or otherwise objectionable.
2. When the Government deems the employee's continued employment to be contrary to the public interest, inconsistent with the best interests of security, or when the employee is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the facility and its population.
3. The CO may also request the Contractor to immediately remove any employee from the work site if it is determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons or who are found to be unfit for performing duties during their tour of duty.
4. Contractor employees who are removed from Contract work shall be required to leave the work site immediately.
5. The Contractor shall comply with any removal request. For clarification, a determination to remove an employee will be made for, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:
  - 5.1. Failure to receive a suitability determination, temporary clearance, or clearance from GSA or a tenant Agency.
  - 5.2. Violation of Federal, State, or Local law.
  - 5.3. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes the carrying or possession of explosives or items intended to be used to fabricate an explosive or incendiary device.
  - 5.4. Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks, conducting personal affairs during official time or refusing to render assistance, or to cooperate in upholding the integrity of the security program at the work site.
  - 5.5. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.

- 5.6. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, fighting, or participation in disruptive activities that interfere with the normal efficient operations of the Government.
- 5.7. Theft, vandalism, immoral conduct, or any other criminal actions.
- 5.8. Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects while in or on federally controlled property.
- 5.9. Improper use of Government identification.
- 5.10. Unauthorized use of communication equipment on Government property.
- 5.11. Violation of security procedures or regulations.
- 5.12. Violation of Title 18, U.S.C., Section 930, which prohibits the knowing possession or the causing to be present of firearms or other dangerous weapons in Federal facilities and Court facilities.

The CO or their designee will make all determinations regarding the removal of any employee from work site, except under certain conditions. When a CO or their designee is not available, either during the day or after hours, or in situations where a delay would not be in the best interest of the Government or is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the facility and its population, the CO or their designee will have the authority to immediately remove the Contract employee from the work site.

Law enforcement officers of the Department of Homeland Security/Immigration and Customs Enforcement/Federal Protective Service (DHS/ICE/FPS) will have the authority to immediately remove any Contract employee from the work site who is found to be in violation of any of the items mentioned above and where a delay in removal would not be in the best interest of the Government or security or is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the facility and its population. The CO or their designee will be notified as soon after the incident as practical or at the beginning of the next business day if an action happened after hours. The CO or their designee will make all official notifications to the Contractor. In the event of a dispute, the CO or their designee will make a final determination. Specific reasons for removal of an employee will be provided to the Contractor in writing by the CO or designee.

The Contractor is responsible for providing replacement employees in cases where Contract employees are removed from working at the work site or on the Contract.

#### **H.15 SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION**

1. GSA Contractors that do not have HSPD-12 compliant clearances cannot obtain Sensitive But Unclassified (SBU) information (Privacy Act data, building information, and financial information) through GSA's IT systems.

2. Contractors and prospective bidders with a need to know, that do not have HSPD-12 clearances and access rights to GSA IT systems, can be provided SBU building information, drawings, etc., in accordance with GSA Order 3490.1 that provides for the dissemination of paper and electronic SBU building information for all Federally-controlled space (owned, leased, and delegated).
3. SBU information includes but is not limited to:
  - 3.1. Paper and/or electronic documentation of the physical facility information
  - 3.2. Building designs (such as floor plans)
  - 3.3. Construction and renovation/alteration plans and specifications
  - 3.4. Equipment plans and locations
  - 3.5. Building operating plans
  - 3.6. Information used for building service contracts and/or contract guard services
4. For all GSA controlled facilities, any other information considered a security risk, shall be considered covered under this category.
5. All SBU building information, either in electronic or paper formats, shall have specific imprinting on each page to designate it is Government property and indicate the prohibition of copying, dissemination, and distribution
6. Contractors authorized to receive SBU information shall provide the following identification:
  - 6.1. A copy of a valid business license
  - 6.2. Verification of a valid DUNS Number
  - 6.3. A Valid IRS Tax ID Number
  - 6.4. A Valid picture state driver's license
7. Contractors shall sign a Document Security Notice when they receive the information.
8. Contractors shall be responsible for safeguarding SBU information. At the completion of work, secondary and other disseminators shall be required to turn over their Document Security Notice dissemination records to GSA to be kept with the permanent files.
9. Authorized contract users shall destroy all SBU information and documents when no longer needed. Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CD's, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using permanent erase utility or similar software.
10. All authorized contract users of SBU building information shall notify the GSA Disseminator in writing that they have properly disposed of the SBU building information/documents.

11. The GSA Disseminator shall maintain all records of SBU building information disposal (along with the signed Document Security Notices) pursuant to the GSA system of keeping long-term records and plans. All Document Security Notices and Records of Disposals shall be kept with the permanent files.

#### **H.16 RECORDING PRESENCE**

Each contract employee must sign-in when reporting for duty and sign out when leaving at the end of the workday. The GSA Form 139 (Record of Time of Arrival and Departure from Building) designated for use by Contractor personnel only, shall be used for this purpose.

#### **H.17 GOVERNMENT FORMS**

The various Government forms mentioned in this solicitation such as personal history forms, sign out forms, inspection forms, etc., may be obtained from the COR.

#### **H.18 OTHER CONTRACTORS**

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors or Government employees. The Contractor shall carefully schedule his own work, in conjunction with the additional work, as may be directed by the COR. In addition, the Contractor shall not commit or permit any act, which will interfere with the performance or work by another Contractor, or by Government employees.

#### **H.19 ORDINANCES, TAXES, PERMITS AND LICENSES**

Without additional expense to the Government, the Contractor shall fully comply with: (a) all local, city, state and Federal laws, regulations and ordinances, (b) be liable for all applicable Federal, state and local taxes and (c) obtain and pay for all permits and licenses governing performance under the contract.

#### **H.20 DISCREPANCY IN THE SPECIFICATIONS**

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer. The decision of the Contracting Officer as to the proper interpretation of the specifications shall be final in accordance with the "Disputes" clause of this contract.

#### **H.21 EVALUATING CONTRACTOR PERFORMANCE**

The General Services Administration, Public Buildings Service, uses the Contractor Performance Assessment Reporting System (CPARS) modules as the secure, confidential, information management tool to facilitate the performance evaluation process. CPARS enables a comprehensive evaluation by capturing comments from both GSA and the contractor.

Each award requiring an evaluation must be registered in CPARS by the Government. The contractor will receive several automated emails. Within thirty days of award, the contractor will receive an e-mail that contains user account information, as well as the applicable contract number(s) and evaluation module assigned. The contractor will have one user account set up that will allow access to all three modules.

Contractors are encouraged to visit [http://www.cpars.csd.disa.mil/allapps/cpartnrg/webtrain/webtrain\\_all.htm](http://www.cpars.csd.disa.mil/allapps/cpartnrg/webtrain/webtrain_all.htm) to sign up for the free on-line **Contractor Overview training when these sessions are offered. This is a 2 hour training** session specifically targeted to contractor users who will provide Past Performance Evaluation comments on PBS evaluations.

Once the evaluation is readied and released, the contractor will receive a second email alerting them the evaluation is ready for their review and comment. The contractor will have thirty (30) days to respond to the evaluation. GSA shall provide for review at a level above the contracting officer (i.e., contracting director) to consider any disagreement between GSA and the contractor regarding GSA's evaluation of the contractor. Based on the review, the individual at a level above the contracting officer will issue the ultimate conclusion on the performance evaluation.

NOTE: Unless the contractor provides a different POC to the contracting officer after award, the contracting officer will use the Past Performance Point of Contact (POC) listed on the contractors Central Contractor Registration (CCR) profile as the default Past Performance POC. This is the person that will receive the above CPARS email alerts. In accordance with FAR Clause 52.204-7 at 52.204-7 the contractor is responsible for the accuracy and completeness of the data within the CCR database.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used by Federal Agencies to support future award decisions

## **H.22 REPLACEMENT OF EQUIPMENT**

When major equipment items have reached or are nearing the end of their useful life and are no longer suitable for their intended purpose, the Contractor shall prepare and submit a detailed proposal to the Contracting Officer for a suitable replacement. After review and approval by the Contracting Officer, Contractor shall acquire the approved equipment. Title to the equipment will remain with Contractor who will be responsible for all maintenance and repair.



## **SECTION I: CONTRACT CLAUSES**

### **PERFORMANCE/ FREQUENCY BASED SERVICE CONTRACT**

This contract is a hybrid service contract which contains elements that are performance-based and elements that are frequency-based, where the frequency of performance is specified. Performance-Based elements will be addressed by the QASP and Frequency-Base elements will be addressed by the attached Frequency-Based Inspection Plan.

#### **52.212-4 -- CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (JAN 2017)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and  
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by



Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

**52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JAN 2017)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

☒ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (Nov 2011) of 52.219-3.



- ☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ☐ (ii) Alternate I (Jan 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☒ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Nov 2011).
- ☐ (iii) Alternate II (Nov 2011).
- ☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- ☒ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4)).
- ☐ (ii) Alternate I (Nov 2016) of 52.219-9.
- ☒ (iii) Alternate II (Nov 2016) of 52.219-9.
- ☐ (iv) Alternate III (Nov 2016) of 52.219-9.
- ☐ (v) Alternate IV (Nov 2016) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ☒ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- ☒ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

☒ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

☒ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☒ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

☐ (40) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)

☐ (ii) Alternate I (Oct 2015) of 52.223-13.

☐ (41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-14.

☒ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

☐ (43) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-16.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

☐ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

- ☐ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).
- ☒ (47) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☐ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ☐ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (May 2014) of 52.225-3.
- ☐ (iii) Alternate II (May 2014) of 52.225-3.
- ☐ (iv) Alternate III (May 2014) of 52.225-3.
- ☐ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- ☐ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☒ (57) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (58) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

☐ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☒ (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

☐ (62) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

☒ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

☒ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

☒ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

☒ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

☒ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

- (iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).



**Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xix) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

#### 52.217-8 -- OPTION TO EXTEND SERVICES (**Nov 1999**)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **15 days**.

(End of Clause)

#### 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT (**MAR 2000**)

(a) The Government may extend the term of this contract by written notice to the Contractor within **15 days**; provided that the Government gives the Contractor a preliminary written notice

of its intent to extend at least **60** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years, 6 months**.

(End of Clause)

#### **52.252-2 -- CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/>

<https://www.acquisition.gov/?q=browsegsam>

(End of Clause)

52.203-17	Contractor Employee Whistleblower Rights	(Apr 2014)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(May 2011)
52.204-9	Personal Identity Verification of Contractor Personnel	(Jan 2011)
52.204-16	Commercial and Government Entity Code Reporting	(Jul 2016)
52.204-18	Commercial and Government Entity Code Maintenance	(Jul 2016)
52.216-18	Ordering	(Oct 1995)
52.216-19	Order Limitations	(Oct 1995)
52.216-20	Definite Quantity	(Oct 1995)
52.216-22	Indefinite Quantity	(Oct 1995)
52.219-6	Notice of Total Small Business Set-Aside	(Nov 2011)
52.219-8	Utilization of Small Business Concerns	(Nov 2016)
52.223-1	Biobased Product Certification	(May 2012)
52.223-2	Affirmative Procurement of Biobased Products Under Service And Construction Contracts	(Sep 2013)
52.223-3	Hazardous Material Identification and Material Safety Data	(Jan 1997)
52.223-5	Pollution Prevention and Right-to-Know Information	(May 2011)

52.223-10	Waste Reduction Program	(May 2011)
52.223-19	Compliance With Environmental Management Systems	(May 2011)
52.228-5	Insurance	(Jan 1997)
52.232-18	Availability of Funds	(Apr 1984)
52.232-40	Providing Accelerated Payment to Small Business Subcontractors	(Dec 2013)
52.237-3	Continuity of Services	(Jan 1991)
552.237-71	GSAM Qualifications of Employees	(May 1989)

(End of Clause)

**552.232-77 PAYMENT BY GOVERNMENT CHARGE CARD (NOVEMBER 2009) [REFERENCE GSAM 532.7003]**

(a) Definitions. “Government-wide commercial purchase card” means a uniquely numbered charge card issued by a contractor under the GSA SmartPay® program contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

“Oral order” means an order placed orally either in person or by telephone.

(b) At the option of the Government and if agreeable to the Contractor, payments of \$2,500 or less for oral or written orders may be made using the Government-wide commercial purchase card.

(c) The Contractor shall not process a transaction for payment using the charge card until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder’s account for items returned as defective or faulty.

(d) Payments made using the Government-wide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

(End of clause)

## SECTION J: LIST OF ATTACHMENTS (LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS)

### EXHIBIT 1 BUILDING INFORMATION SHEET

#### Building Information Sheet

1. BUILDING DATA:

Name and building number:	John W. McCormack POCH – MA0013ZZ
Location:	5 Post Office Square Boston, MA 02109-3901
Number of stories:	24
Normal Building Operating Hours:	7:00 AM TO 5:00 PM
Population:	950

2. BUILDING STATISTICS:

INTERIOR

Gross .....	793,165	SF*
Rentable .....	597,365	SF*

GENERAL / PUBLIC SPACE

Granite Floor .....		SF
Concrete Floor .....	2,205	SF
Terrazzo Floor .....	62,286	SF
Wood/Parquet Floor .....	2,905	SF
Roof Deck .....	1,812	SF
VCT Floor .....	8,410	SF
Ceramic Tile .....	16,689	SF
Carpet / Carpet Tile .....	10,788	SF

Garage Floor .....	19,416	SF
Stairways .....	71	FL
Windows .....		SF

#### VERTICAL TRANSPORTATION

Elevators Carpeted .....	11	QTY
Handicapped Lift Uncarpeted .....	4	QTY
Freight Elevators .....	2	QTY

#### RESTROOMS

Square Footage .....	13,600	SF
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#### FIXTURES

Water Closets .....	133	QTY
Urinals .....	29	QTY
Sinks / Faucets .....	138	QTY
Water Fountains .....		QTY
Showers .....	10	QTY
Trash Bins .....	40	QTY
Paper Towel Dispensers .....	49	QTY
Sanitary Napkin Receptacles .....	67	QTY
Soap Dispensers .....	138	QTY

#### OFFICE SPACE<sup>1</sup>

Carpet / Carpet Tile .....	257,640	SF
VCT Flooring .....	23,639	SF

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<sup>1</sup> Do not include courtroom or vacant space in these values

Window Blinds .....	1,207	EA
Surfaces Requiring Dusting .....	15,000	LF
Trash Bins .....	975	QTY
Recycling Bins .....	100	QTY

VACANT  
SPACE

Carpet / Carpet Tile .....	21,708	SF
VCT Flooring .....	1,825	SF
Concrete .....	34,866	SF

EXTERIOR

Outside area to be policed .....	13,529	SF*
Paved and Parking lot area .....		SF*
Lawn Grass .....		SF
Edging .....		LF
Shrubs .....		QTY
Trees .....		QTY
Planters .....		QTY
Flowering Bushes .....		QTY
SNOW      5 Year Average of Snow from October, 2011 – April, 2016	55.4	INCHES

## **EXHIBIT 2 QASP**

# **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

CONTRACT No. 47PB0018D0004

### **INTRODUCTION**

This Quality Assurance Surveillance Plan (QASP) is designed to provide the General Services Administration (GSA) with an effective surveillance method for monitoring and evaluating the Contractor's performance under a Performance Work Statement (PWS) for custodial and related services.

In accordance to Federal Acquisition Regulation (FAR) Part 37.601, performance-based contracting methods are intended to ensure that the required performance quality levels are achieved and that the total payment is related to the degree that services performed or outcomes achieved meet contract standards. The role of the GSA is quality assurance by ensuring that the Contractors are achieving the performance quality levels required under the custodial and related services contracts and focusing on the Contractors' quality control programs. The GSA periodically validates the execution of the Contractors' quality control programs by reviewing such areas as the Contractors' inspection forms, service call logs, tenant reports, tenant satisfaction surveys, and the timeliness of corrective actions.

Inspections conducted through the QASP and histories of Contractor performance in the Contractor "Performance Assessment Reporting System (CPARS)" or successor system assist GSA in obtaining those services that are contracted and delivered as agreed upon. The systems also help ensure that contract awards and deductions are executed in accordance with the contract requirements. The regional Property Management operations office is responsible for capturing the appropriate Contractor performance information that will be entered into CPARS by the CO or their designee.

### **1. PURPOSE OF THE QASP**

The QASP is intended to accomplish the following:

- 1.1. Defines the roles and responsibilities of participating government officials.
- 1.2. Identifies the performance objectives based upon the PWS and in accordance with FAR Part 46.401(a) (1).
- 1.3. Identifies the performance quality level standards in accordance with FAR Part 37.601(a) (2).
- 1.4. Describes the methods of surveillance for the GSA to identifying quality levels in accordance with FAR Part 46.401(a) (2).
- 1.5. Establishes a method to provide feedback to the Contractor regarding quality and timeliness of the service performance, i.e., copies of inspection forms, copies of tenant



reports, data on tenant satisfaction scores; and any other drivers or measures of performance that are required by the CO or their designee.

- 1.6. Establishes timeframes for communication and performance improvement if needed.
- 1.7. Establishes specified procedures for changes to the contract price when services are not performed or do not meet contract requirements in accordance to FAR Part 37.601(a)(3).

The Contractor has developed a Quality Control Plan (QCP) that establishes procedures and responsibilities for controlling the quality of work to be performed. The Contractor is responsible for the implementation of the QCP.

## **2. ROLES AND RESPONSIBILITIES OF GOVERNMENT OFFICIALS**

The following Government officials shall participate in assessing the quality of the Contractor's performance. Their roles and responsibilities are described as follows:

- 2.1. \_\_\_\_\_ or person designated by the CO shall serve as the Contracting Officer Representative (COR). The COR is responsible for monitoring, assessing, recording, and reporting on the performance of the Contractor. The COR shall have the primary responsibility for completing the forms that will be used to evaluate the Contractor's performance.
- 2.2. \_\_\_\_\_ or person designated as the CO shall have overall responsibility for overseeing the Contractor's performance. The CO shall be responsible for the monitoring of the Contractor's performance in the areas of contract compliance and contract administration, reviewing of COR's assessments of Contractor performance, and resolving any discrepancies that may arise between the parties involved.

## **3. TYPES OF WORK TO BE PERFORMED**

The Contractor performance in providing the following custodial and related services shall be evaluated by the Government.

- 3.1. Standard Services
  - 3.1.1. Interior
  - 3.1.2. Exterior
- 3.2. Snow and Ice Removal
- 3.3. Grounds Maintenance
- 3.4. Above Standard Services
- 3.5. Service Calls
- 3.6. Communication Plan

- 3.7. Solid Waste/Trash Disposal and Removal
- 3.8. Recycling
- 3.9. Environmental/Recycling Reporting
- 3.10. Integrated Pest Management Plan
- 3.11. Child Care center
- 3.12. Other services or requirements as specified in Section C

#### 4. METHODS OF SURVEILLANCE

The method of surveillance is based on the performance criteria of the contract terms and specifications. Each requirement describes the tasks to be performed and the standard for successful performance. The GSA intends to monitor and evaluate the Contractor's performance based on any or all of the following four (4) surveillance methods:

- 4.1. **Periodic Surveillance Inspections:** This method consists of selected surveillance tasks by the Government that do not require 100% inspection or are performed on a random basis. The CO or their designee shall evaluate the Contractors reports, surveys, etc., on a weekly, biweekly, monthly or quarterly basis.
- 4.2. **Tenant Interviews:** All tenant concerns received through the CO or their designee shall be documented and evaluated on a planned schedule developed by the CO or their designee. This method will help the CO or their designee focus on areas that require further action from the CO.
- 4.3. **Service Call Documentation:** This method of surveillance shall provide information to the CO or their designee such as identification of the types of service calls received, service call frequencies, the corrective action(s) taken, timeliness of completion, and any other pertinent data. At a minimum, this method shall be performed on a monthly basis.
- 4.4. **Tenant Satisfaction Surveys:** The Gallup Organization conducts surveys for one-third of GSA's tenants in Government-owned and leased buildings annually. These surveys include questions specific to the cleanliness of GSA's buildings including elevator cleaning, restroom supplies, restroom cleanliness, the lobby, common areas, workspace, and frequency of cleaning. The surveys provide the CO or their designee with satisfaction scores that can be further evaluated to determine if there are any weaknesses within the various programs. The CO or their designee shall take appropriate measures, such as reviewing the survey comments, obtaining further feedback from the tenants as required or sharing of the scores with the Contractor to establish a plan of corrective action.

#### 5. QUALITY ASSURANCE FORMS AND REPORTS

**Inspection Form:** The GSA 1181-A or equivalent forms shall be used to document and evaluate the Contractor's performance. The CO or their designee shall evaluate each event in accordance with the performance standards and performance requirements stated in the PWS. All tasks that are considered to have an unacceptable performance shall be substantiated and documented on the GSA 1181-A form or its equivalent. The form shall be completed and submitted to the Contractor within 24 hours. The Contractor shall return the GSA 1181-A form or equivalent form identifying the corrective action taken, within time allotted by the CO or their designee.

**Inspection of Services Clause:** The applicable commercial or non-commercial clause(s) shall be included as appropriate.

## **6. ANALYSIS OF SURVEILLANCE RESULTS**

**Monthly CO Report:** At the end of each month the CO or their designee shall summarize the overall results of the Contractor's performance for the previous month. If appropriate, the CO may investigate the event(s) further to determine if all the facts and circumstances surrounding the event(s) are accurate. The CO shall also discuss with the Contractor an event or trend that indicates unacceptable performance.

## CUSTODIAL QASP STANDARDS

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method	Corrective Action/Deduction
<u>SECTION C</u>				
Contractor shall provide interior custodial services.	<u>FLOOR CARE</u> <u>BARE FLOORS</u> (Lobbies, corridors, restrooms, etc.)  ADP Floors  Asphalt Floors  Granite and Marble Floors (Crystallization)  Loading Dock Floors	Floors, base moldings and grout shall be clean and free of debris, including but not limited to, (dirt, water streaks, mop marks, string, gum, tar and other foreign matter). The floors shall maintain their natural luster and not have a dull appearance.  Damp mopping shall be the only method of wet cleaning for floors in Automated Data Processing (ADP) space.  Damp mopping shall be the only method of wet cleaning for floors containing asphalt material.  All applicable floor areas shall be maintained in accordance with industry standards.  Spill residue and clean-up materials shall be disposed of in accordance with the	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in further contract action. If not corrected a 5% deduction from the Basic Monthly rate for that Month will be taken.

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method	Corrective Action/Deduction
<u>SECTION C</u>  <u>CONT</u>	Postal Floors	<p>Environmental Protection Agency (EPA), and State and local regulatory agency requirements.</p> <p><b>(Optional – Region, use or delete):</b> Refer to the Standard Services – Interior Section on Postal Space</p>	<p>The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.</p>	
	Strip and Finish	<p>The old finish or wax shall be removed and new sealant applied in accordance with standard commercial practices. Spots shall be eliminated. There shall be no evidence of gum, rust, burns, or scuffmarks, or wax build-up in corners or crevices. UNDER NO CIRCUMSTANCES SHALL BURNISHING, HIGH SPEED BUFFING OR DRY STRIPPING METHODS BE USED.</p>		
	Sealing	<p>Sealant must adhere to the floor. Floor areas must be evenly coated with a slip resistant seal.</p>		
	Wood Floors	<p>There shall be no water solutions used on wood flooring. There shall be no dry stripping methods used on wood</p>		



Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method	Corrective Action/Deduction
		flooring.		
<u>SECTION C- Standard Services (Public Space) and Above Standard Service for other areas.</u>	<u>CARPETED FLOORS</u>	<p>Free of visible dirt, dust, and other debris.</p> <p>No spots, smears, crusted material, or spills.</p> <p>No fuzzing caused by harsh rubbing or brushing of carpet.</p>	<p>The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.</p>	<p>Failure to provide will result in further contract action. If not corrected a 5% deduction from the Basic Monthly rate for that Month will be taken.</p>
	<u>CARPET EXTRACTION</u>	<p>Build-up, spills, or crusted material is to be removed along with spots and smears. Cleaned areas of carpets and rugs shall be reasonably blended with surrounding carpets.</p>		
<u>SECTION C</u> <u>CONT</u>	<u>MATS AND RUNNERS</u>	<p>Mats and runners shall be free of removable spots, soiled traffic patterns, dirt, debris, gum and crusted material. There shall be no areas of deterioration or fuzzing as a result of harsh brushing or scrubbing.</p>	<p>The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.</p>	

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method	Corrective Action/Deduction
<u>SECTION C</u> <u>CON'T</u>	<u>RESTROOMS, SHOWER ROOMS, LOCKER ROOMS, AND HOLDING CELLS</u>	<p>Areas shall be cleaned with a disinfectant cleaner. Fixtures shall maintain a high level of luster and be free of dust, mold, mildew, streaks, and encrustation. Partitions, doors, vents, sills, and walls shall be free of dust, dirt, bodily fluids, and waste and graffiti.</p> <p>Restrooms shall be free of discarded material and trash shall be emptied to prevent the containers from overflowing.</p>	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in a 1% deduction from the Basic Monthly rate for that Month.
	<u>FIXTURES</u>	Fixtures and surfaces (washbasins, urinals, modesty panels, toilets, shower stalls etc.) shall be clean with no dust, spots, soil substances, discoloration, rust, mold, build-up, or excess moisture.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in further contract action. If not corrected a 5% deduction from the Basic Monthly rate for that Month will be taken.





Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method	Corrective Action/Deduction
<u>SECTION C</u> <u>CONT</u>	<u>HIGH SURFACES</u>	Surfaces above 70 inches and 102 inches shall be cleaned free of dirt, dust, and cobwebs. Where glass is present, both sides shall be clean and free of streaks. This does not include removal of vents, tiles, or fixtures.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in further contract action. If not corrected a 5% deduction from the Basic Monthly rate for that Month will be taken.
	<u>TRASH, WASTEBASKETS, AND ASH RECEPTACLES</u>	Trash containers shall be emptied and kept clean, odor-free and free of dirt, dust, debris, residue, and spilled material. Plastic liners for all trash, debris containers shall not be torn, worn, or contain residue. All ash receptacles shall be free of dust, ashes, odors, tar, streaks, and tobacco residue.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in a 1% deduction from the Basic Monthly rate for that Month.
<u>SECTION C</u> <u>CONT</u>	<u>ELEVATOR, ESCALATORS, AND STAIRWAYS</u>	Door tracks shall be clean and free of dirt, debris, built up grime, dust, smudges, and other extraneous matter.  Surfaces shall be clean and free of finger marks, smudges, and spills. Carpets and floors shall be free of removable spots, dirt,	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call	Failure to provide will result in further contract action. If not corrected a 5% deduction from the Basic Monthly rate for that Month will be taken.



Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method	Corrective Action/Deduction
		and debris. Floors requiring a finish shall be maintained at a high luster.  Stairways, escalators, entrances, landings, railings, risers, ledges, grills, doors, radiators, and surrounding areas shall be free of dirt, dust, litter, and debris.	documentation.	
	<u>PLATE GLASS (all glass - glass over and in exterior and vestibule doors, all plate glass around entrances, lobbies vestibules, and spandrel)</u>	Shall be clean and free of dirt, grime, streaks and moisture, and shall not be cloudy.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in further contract action. If not corrected a 5% deduction from the Basic Monthly rate for that Month will be taken.
	<u>WINDOW WASHING</u>	Windows shall be clean (minimum is annually) and free of dirt, grime, streaks and moisture, and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of interior glass shall be wiped free of drippings and other watermarks.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in further contract action. If not corrected a 5% deduction from the Basic Monthly rate for that Month will be taken.

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method	Corrective Action/Deduction
	<u>BLINDS AND COVERINGS</u>	<p>All blinds and coverings, cord tapes, and valances shall be clean and free of dust and spots.</p> <p>Blinds and coverings shall be washed (minimum is annually) on both sides and coordinated with the COR.</p>	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in further contract action. If not corrected a 5% deduction from the Basic Monthly rate for that Month will be taken.
	<u>POLICING (All building areas both interior and exterior)</u>	All trash, and other discarded material shall be removed.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in further contract action. If not corrected a 5% deduction from the Basic Monthly rate for that Month will be taken.
	<u>INTERIOR AND ATRIUM PLANTS (government plants)</u>	Plants shall be free of dust and dead leaves and be properly hydrated.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in further contract action. If not corrected a 5% deduction from the Basic Monthly rate for that Month will be taken.



Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method	Corrective Action/Deduction
	<u>CONCESSIONS</u>	Public areas shall be clean, sanitized, free of spillages, food crumbs, spots, smudges, marks, and soil		Failure to provide will result in further contract action. If not corrected a 5% deduction from the Basic Monthly rate for that Month will be taken.
	<u>POSTAL SPACE</u>	All postal floors shall be free of dirt, dust, debris, and other foreign matter. If stripping and refinishing is required, finish and wax shall be removed and reapplied in accordance with standard commercial practices. UNDER NO CIRCUMSTANCES SHALL BURNISHING, HIGH SPEED BUFFING OR DRY STRIPPING METHODS BE USED.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in further contract action. If not corrected a 5% deduction from the Basic Monthly rate for that Month will be taken.
	<u>FITNESS CENTERS, HEALTH UNITS, AND LABORATORIES</u>	Areas such as the fitness centers, health units, and laboratories, shall be cleaned with disinfectant.  All vinyl surfaces of exercise equipment and exercise mats shall be free of dust, dirt, spots, streaks, and smudges.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call	Failure to provide will result in a 1% deduction from the Basic Monthly rate for that Month.

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method	Corrective Action/Deduction
		All metal (door frames and handles, fixtures, equipment) and glazed surfaces (including partitions), shall be free of smears, finger marks, and streaks and shall maintain a uniform luster.	documentation.	
<u>SECTION C – Standard Services - Exterior</u>	<u>CANOPIES</u>	Shall be clean and free of dirt, dust, cobwebs, nests, bird excrement, trash, and debris.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in further contract action. If not corrected a 5% deduction from the Basic Monthly rate for that Month will be taken.
	<u>HARD SURFACE AREAS (sidewalks, brick areas, hard surfaces, parking areas, garages, docks, etc.)</u>	Shall be clean and free of dirt, debris, gum, litter, gravel, weeds, oil, and grease. No residual dirt shall remain after the removal of the debris.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in further contract action. If not corrected a 5% deduction from the Basic Monthly rate for that Month will be taken.



Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method	Corrective Action/Deduction
	<u>EXTERIOR SURFACES</u> ( <u>signs, vending machines, tables, etc.</u> )	Shall be clean, with no dirt, dust, residue, streaks, spots, soil substances, discoloration, or rust.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in further contract action. If not corrected a 5% deduction from the Basic Monthly rate for that Month will be taken.
	<u>SNOW AND ICE REMOVAL</u>	Shall be free of snow and ice which may cause slip hazard.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in a 1% deduction from the Basic Monthly rate for that Month.
	<u>GROUNDS MAINTENANCE</u>	Maintain all plants, trees, shrubs, ground cover, and lawns in a manner that prolongs life and sustains a healthy appearance and free from pests.  Entrances and Exits shall not be wet from watering, during the arrival and departure of occupants and visitors.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in further contract action. If not corrected a 5% deduction from the Basic Monthly rate for that Month will be taken.

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method	Corrective Action/Deduction
<u>SECTION C</u> <u>CONT</u>	<u>RECYCLING</u>	Paper shall be transported from recycling bins to storage containers in designated area.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in a 1% deduction from the Basic Monthly rate for that Month.
<u>SECTION C</u> Contractor shall provide surveillance, trapping, extermination and pesticide application components of the integrated pest management (IPM) program	<u>IPM INITIAL INSPECTION</u>	Shall provide a thorough initial inspection of interior space and exterior grounds and paved areas.  Shall identify all areas including equipment, structural features or practices that contribute to pest infestation.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in further contract action. If not corrected a 5% deduction from the Basic Monthly rate for that Month will be taken.
	<u>IPM PERIODIC INSPECTION</u>	Shall conduct quarterly inspections to determine if treatment is required.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in further contract action. If not corrected a 5% deduction from the Basic Monthly rate for that Month will be taken.



Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method	Corrective Action/Deduction
	<u>IPM PLANS</u>	Shall obtain approval from the COR <u>BEFORE</u> treatment is rendered.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in further contract action. If not corrected a 5% deduction from the Basic Monthly rate for that Month will be taken.

**EXHIBIT 3 FREQUENCY-BASED INSPECTION PLAN****McCormack Federal Building**

<b>ELEMENT</b>	<b>FREQUENCY</b>	<b>INSPECTION METHOD</b>	<b>REMEDY FOR NONCOMPLIANCE</b>
<b>CARPET</b>			
Vacuum Offices	2X per month - Every other week	Visual Inspection	** 1-4
<b>DUSTING</b>			
Dusting	2X per month - Every other week	Visual Inspection	** 1-4
<b>ELEVATORS</b>			
Track Cleaning	1X per month	Visual Inspection	** 1-4
Shampooing	2X per year	Visual Inspection	** 1-4
<b>EXTERIOR AREAS</b>			
Exterior Areas	1X per day - Police & sweep	Visual Inspection	** 1-4
Sidewalk	1X per year	Visual Inspection	** 1-4
<b>FLOORS &amp; THRESHOLDS</b>			
Elevator Lobbies	Floors 1,2 & 3 - Sweep & mop daily. All other floors - 1X per week.	Visual Inspection	** 1-4
Pantries/Kitchens - Sweep/mop Floors	1X per week.	Visual Inspection	** 1-4
<b>GLASS</b>			
Glass	Entrance glass doors and mirrors - 1X per day.	Visual Inspection	** 1-4

## EXHIBIT 4 SURVEILLANCE FORMS

### J.4.1 QUALITY ASSURANCE FORMS AND REPORTS

**Inspection Form:** The GSA 1181-A or equivalent forms will be used to document and evaluate the Contractors performance. The COR will evaluate each event in accordance with the performance standards and performance requirements stated in the PWS. All tasks that are considered to have acceptable performance shall be substantiated and documented on the GSA 1181-A form or equivalent. The form will be completed and submitted to the Contractor within 24 hours. The Contractor shall return the GSA 1181-A form or equivalent identifying the corrective action taken within time allotted by the COR.

**Operational Deficiency Resolution Procedure:** In the event that there is a disagreement between the GSA inspector and the contractor regarding a GSA inspection of either performance-based or frequency-based elements, the procedure for resolving the disagreement in a timely manner should follow the matrix below prior to elevation of the deficiency to the Contracting Officer as a deduction, and in accordance with the Standard Operating Procedure established and the QASP Standards incorporated below.

	Non-Profit Agency	Government	AbilityOne / SourceAmerica
Level 1	On-Site Supervisor	COR	
Level 2	Project Manager	Building Manager	Ability One Representative
Level 3	Director of Operations	Contracting Officer	Ability One Team Leader
Level 4	NPA Executive Director	Boston Service Branch Chief	Ability One Regional Director

### J.4.2 DEDUCTIONS

The COR shall notify the Contractor of proposed deductions in accordance with the *QASP or the "Frequency Based Inspection Plan"* and provide accompanying documentation. The Contractor may appeal the proposed deductions to the Contracting Officer within ten (10) calendar days of receipt of the deduction notification letter, and must provide sufficient documentation to support the appeal.

### J.4.3 REMEDIES

IAW FAR 52.212-4(a), performance found to be nonconforming to the contract requirements shall be remedied by one or a combination of the following:

- Reperformance;
- Corrective action plan to preclude recurrence of non-conformance;
- Reduce contract price to reflect reduced value of service;
- 3rd party performance at Contractor's expense.

## SURVEILLANCE FORMS

### GSA Form 1181A – Contract Cleaning Inspection Report

This form shall be filled out and submitted to the Contractor when deficiencies are found during the COR's inspections.

#### CONTRACT CLEANING INSPECTION REPORT

INSTRUCTIONS: Form is used for inspection of contract cleaning by inspectors to record results. The condition of area(s) inspected will be rated SATISFACTORY or UNSATISFACTORY. Explain unsatisfactory rating in remarks column and complete quantity column.

BUILDING  <b>450 Golden Gate</b>	Report NO.  	CONTRACT NO.  <b>GS-09-06-KSD-0000</b>
INSPECTOR ( <i>Print Name</i> ) SIGNATURE  <b>JOHN DOE</b>	INSPECTOR'S	
TIMED STARTED  <b>9:00 A.M.</b>	TIME COMPLETED  <b>10:50 A.M.</b>	DATE OF INSPECTION  <b>10/31/06</b>
INTERVIEWED BY  <b>MS. DEE</b>	DATE CONTRACTOR'S RECEIPT  <b>11/01/06</b>	TIME   DATE <b>sup. signature 1:00 p.m. 11/01/06</b>
WORK DESCRIPTION – LOCATION  <i>(Room No., Corridor, lobby, or either) By Measure or count .</i>	QUANTITY CHECK ONE  SAT. UNSAT.	REMARKS
<b>3rd Floor East</b>		
<b>M3-5171</b>		<b>X</b> <b>Rust on toilet base under bolt of toilet</b>
<b>3-5178</b>	<b>X</b>	
<b>Women's Public Restroom</b>	<b>X</b>	

## Men's Public Restroom

-M-7665	X	Slight build up in corners of urinal
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Drinking Fountains	X	Mineral Build up
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**-1st near room 1-5566**

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GENERAL SERVICES ADMINISTRATION GSA FORM 1181A

GSA FORM 1181A

## **Quality Deficiency Notice**

This form shall be filled out and submitted to the contractor when deficiencies are found during the COR's inspections.

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### **QUALITY DEFICIENCY NOTICE**

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NAME OF CONTRACTOR  
CONTRACTOR ADDRESS

**XXXX Cleaning Services**

**333 Smith St. Ste. 201**

**San Francisco, CA 94102**

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CONTRACT NO. **GS-09P-06-KSD-0000**

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**A deficiency exists in your quality control system. The nature of the deficiency is**

**Continuous findings on 3rd floor men's restroom (M) 3-5171-Rust on toilet base under bolt of toilet. Rust needs to be removed and base needs to be cleaned.**

**Immediate action is required to correct the deficiency and the condition that caused it. Failure to take acceptable corrective action on time may result in termination of your right to proceed with this contract.**

**Please provide a written response of corrective action taken to the CO or their designee within \_\_\_\_\_ workdays after receiving this notice.**

OAS NAME AND SIGNATURE  
ADDRESS  
DATE

**CO or their designee.**

**450 Golden Gate Ave., Ste #7 11/5/06**

San Francisco, CA 94102

RECEIPT ACKNOWLEDGED

CERTIFIED RECEIPT NO.

EVALUATION OF CORRECTION ACTION

☐ Corrective action verified and found acceptable

☐ Corrective action not acceptable and /or not implemented (Explain below)

**This matter is being referred to the Contracting Officer for action. Direct further correspondence on this matter to the CO.**

QAS SIGNATURE

DATE

RECEIPT ACKNOWLEDGED

DATE

## **QASP Monthly Inspection Report**

**BUILDING NAME & LOCATION:** Phillip Burton Federal Building & US Courthouse

**CONTRACT NO.:** GS-09P-06-KSD-0000

**CONTRACTOR NAME:** XXX Cleaning Service

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Please report all deficiencies found during the previous month inspection(s). Attach copies of all **GSA 3539 Forms** submitted to the contractor with this form. If there were no deficiencies, please submit this form indicating there were no deficiencies reported for the month. This form will become a part of the official QA documentation.

DEFICIENCIES & CORRECTIVE ACTIONS	COMMENTS
Documented on the Contract Cleaning Inspection Reports	All deficiencies minor, corrected by the Contractor



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**COR**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **COR's Checklist for Inspections**

	<b>CUSTODIAL AND RELATED SERVICES</b>	<b>COMMENTS</b>
	<b>Submittals:</b> -a list of names and telephone numbers of on-site supervisors -security clearance documentation (current & new employees) - work schedules - floor maintenance schedules - MSDS documentation - initial IPM inspection report	
	<b>Quality Control Plan (QCP)</b> - description of training programs - description of disciplinary procedures - description of contingency plan for separation of employees	
	<b>Inspection Reports</b>	
	<b>Service Call Logs</b>	
	<b>Tenant Reports</b>	
	<b>Integrated Pest Management (IPM)</b> <b>Quarterly Reports</b>	
	<b>Recycling and Solid Waste/Trash Hauling Reports</b>	

**NOTE: This checklist does NOT represent an all-inclusive list of items that may be reviewed during an inspection. It is provide ONLY as guidance for the CO or their designee.**

**EXHIBIT 5 GREEN PURCHASE REPORT TEMPLATE**

**GREEN Purchase Reports**

Non Bio-based Purchase Report					
Report Period Covered:	Date Report Prepared:				
Building:					
Contract Number:					
Contractor:					
	Attributes and Cost				
	CPG	DfE	Green Seal	Env Choice	Other Green
Cleaners (Bathroom and spa cleaners Glass cleaners, etc.)					
Floor Cleaner					
Floor Finish			\$8,000 (Sample Entry)		
Floor Stripper					\$700 Low VOC (Sample Entry)
Hand cleaners and sanitizers					
Mulch and Compost	\$7,500 (Sample Entry)				
Odor Control/Neutralizer					
Mobile equipment hydraulic oil					
Stationary equipment hydraulic oil					
Diesel fuel additives					

2-cycle engine oil					
Penetrating lubricants					
Greases					
Sorbents					
Adhesives and mastics					
Grease and graffiti removers					
Carpet and upholstery cleaners					
Laundry products					
Towels					
General purpose de-icer					
Wood and concrete sealers					

**Resources Guide:** Green Seal <http://www.greenseal.org/FindGreenSealProductsAndServices.aspx>

Design for the Environment (DfE) <http://www.epa.gov/dfe/>

EPA-CPG <http://www.epa.gov/epawaste/conservation/tools/cpg/index.htm>

SFTOOL Green Procurement Cleaning Products [GSA Sustainable Facilities Tool](#)

## EXHIBIT 6 ENVIRONMENTALLY SUSTAINABLE PRODUCT LIST

### Examples of Environmentally Sustainable Product Attributes and Offerings

CUSTODIAL PRODUCTS					
Product	Contents to Avoid	Product Availability			
		CPG	Bio-based	Design for the Environment	Green Seal
Cleaner	EDTA, NTA, chlorine, hypochlorite, and phosphates; petroleum-based solvents (glycol ethers, phenolic compounds); ammonia, butyl cellosolve, d-limonene	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floor Cleaner	Ammonium hydroxide and other caustic components; butyl; petroleum-based solvents (glycol ethers, phenolic compounds, mineral spirits, stoddard solvent)	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floor Finish	Zinc, metal-crosslinked polymers, butyl ether, formaldehyde, nitrobenzene, phenol, petroleum-based solvents (glycol ethers, stoddard solvent)	X	<input type="checkbox"/> *	<input type="checkbox"/>	<input type="checkbox"/>
Floor Stripper	Butyl cellosolve, monoethanolamine, sodium hydroxide	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hand Soap	Anti-microbial agents (triclosan, alcohol)	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mulch and Compost	Virgin materials	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>
Odor Control / Neutralizer	Formaldehyde, naphthalene, isopropyl alcohol, paradichlorobenzene, xylene, butane, ethanol, phenol	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paper Towel	Virgin materials	<input type="checkbox"/>	X	X	<input type="checkbox"/>
Plastic Trash Can Liner	Virgin materials	<input type="checkbox"/>	X	X	<input type="checkbox"/>
Snow and ice removal products	Toxic, propylene glycol methyl ether, ethanol, ammonia	X	X	<input type="checkbox"/>	X
Toilet Paper	Virgin materials	<input type="checkbox"/>	X	X	<input type="checkbox"/>
Upholstery and Rug Cleaner	Perchloroethylene, naphthalene, butyl cellosolve, propylene glycol methyl ether, ethanol, ammonia	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vacuum Cleaner & Other Equipment	See CRI Green Label Standard for Vacuum Cleaners for additional guidance	X	X	X	X

☐ Product available

X Product currently not available

Notes:

When a product is Bio-based and CPG, Select CPG. Otherwise, if not exempted, bio-based shall be chosen over other attributes. On the GSA Advantage website some environmental product indicators, such as 'Non-Toxic' and 'Biobased', are specified by the product vendor and have not been independently verified. Prior to procurement, it is important to examine the Material Safety Data Sheet (MSDS) for each product in order to verify that the environmental indicators designated by the vendor are accurate.

## **EXHIBIT 7 PBS WASTE AUDITS**

### **PBS WASTE AUDITS**

This exhibit is provided to the Contractor as a guide for additional considerations for post-audit monitoring, plan implementation, training and other ancillary activities that may assist GSA in meeting the listed objectives.

#### **I. Background**

GSA's Public Buildings Service (PBS) provides work environments for over one million Federal employees nationwide. The inventory consists of courthouses, laboratories, offices and border stations. Tenant activities in these buildings generate tons of solid waste/trash that PBS is obligated to properly dispose of and achieve a minimum waste diversion of 50%. Recycling composting and other alternatives to landfills and incineration are the preferred methods for disposal of solid waste/trash.

#### **II. Objectives**

- Determine the most efficient methods to maximize reduction, recycling, and composting of solid waste/trash and to minimize waste shipments.
- Achieve a minimum of 50% waste diversion through waste minimization, recycling, and composting.
- Determine the right service level for solid waste/trash collection and removal

#### **III. Extent Of Work**

The Contractor shall conduct a solid waste/trash audit to include:

- 100% of the waste and/or recycling collected in a 24 hour period must be audited (excluding durable goods or construction waste).
- The audit must represent a 24 hour period on a typical work day.
- Use scales to weigh sorted waste, as weight is the preferred metric.
- Determine the amount of recyclable materials being thrown away that could have been recycled and composted. At a minimum, the recyclable items within the waste/trash must be identified and separated into the following categories: Paper, Plastic, Cardboard, Glass, Metal/aluminum, and Wet Waste.

The Contractor shall develop a written report and analysis of the conclusions drawn from this audit, including recommendations for improving the economy and efficiency of waste collection, storage, transfer, and disposal (including recycling and composting). This report shall address, at a minimum:

- Recommendations to maximize waste minimization, recycling, and composting to achieve at least 50% waste diversion.
- Recommendations to right-size service level for solid waste/trash removal services to minimize trash shipments.



